

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

FUNDAMENTAL SPORTS MANAGEMENT, LLC;	§	
RAHUL PATEL; GRANT GAINES; ROE-BRG	§	
INVESTMENTS, LLC; AND NICOLAS LAHOOD,	§	CIVIL ACTION No. 5:20-cv-00774-FB
PLAINTIFFS,	§	(LEAD CASE) (JURY TRIAL DEMANDED)
	§	
V.	§	(CONSOLIDATED WITH 5:20-CV-00775-FB)
	§	
MAYAR ZOKAEI,	§	
DEFENDANT.	§	

PLAINTIFFS' THIRD MOTION FOR SUMMARY JUDGMENT

TO THE HON. RICHARD B. FARRER, U.S. DISTRICT JUDGE:

COME NOW Plaintiffs Fundamental Sports Management, LLC (“FSM”); Rahul Patel (“**Mr. Patel**”); and ROE-BRG Investments, LLC (“**ROE**”) (collectively, “**Plaintiffs**”) and file this Third Motion for Summary Judgment, respectfully showing the Court as follows:

I. Summary

1. Plaintiffs move for summary judgment on their declaratory judgment cause of action that: (1) FSM did not wrongfully terminate Defendant Mayar Zokaei (“**Defendant**”) from FSM; (2) FSM did not breach the alleged “employment” contract with Defendant; and (3) none of Plaintiffs other than FSM could have any liability to Defendant for the alleged breach of the alleged “employment” contract with FSM. The summary judgment evidence conclusively establishes that: (1) Defendant only alleges that he had a contract with FSM, and none of the other Plaintiffs; (2) Defendant admits that no contract was ever reached with FSM (or any other of Plaintiffs, for that matter); and (3) Defendant has been paid more than he could possibly be

owed even if Defendant proves the remainder of his case. Therefore, summary judgment should be granted.

II. Judicial Notice & Summary Judgment Evidence

2. Pursuant to Fed. R. Evid. 201, Plaintiffs request that the Court take judicial notice of the contents of the Clerk's file for: (1) this civil action; and (2) the styled and numbered *Mayar Zokaei v. Fundamental Sports Management, LLC, et al.*; 5:20-cv-00775-FB; in this Court (the "**Related Case**").

3. Pursuant to Fed. R. Evid. 201, Plaintiffs request that the Court take judicial notice of the records of the Texas Secretary of State referenced herein.

4. Pursuant to Fed. R. Civ. P. 10(c), Plaintiffs adopt by reference, the same as though such was incorporated herein, their Original Complaint. *See* Doc. No. 1.

5. Pursuant to Fed. R. Civ. P. 56(c), Plaintiffs hereby give notice of their intent to use the following summary judgment evidence attached hereto:

Exhibit A	Declaration of Rahul B. Patel; and
Exhibit B	Excerpts of Deposition Transcript of Mayar Zokaei.

III. Relevant Procedural History

6. On June 29, 2020, Defendant filed his original petition (the "**State Court Petition**") against to commence suit against Plaintiffs in the 285th Judicial District Court, Bexar County, Texas (the "**State Court Case**"). *See* Exhibit B-2.¹

7. On July 3, 2020, Plaintiffs filed their Original Complaint [Doc. No. 1] in this Court (the "**Lead Case**") and removed the State Court Case to federal court under 28 U.S.C. §

¹ Plaintiffs reference this exhibit for only limited purposes because it contains judicial admissions of Defendant. Except as cited, Plaintiffs disavow the hearsay statements contained in this exhibit.

1331. *See* Doc. No. 1 in the Related Case.² Upon removal, the State Court Case was styled and numbered *Zokaei v. Fundamental Sports Management, LLC, et al.*; 5:20-cv-00775-FB; in this Court.

8. Plaintiffs then moved to consolidate the Related Case with the Lead Case [Doc. No. 5], which the Court granted [Doc. No. 6]. The Court then entered an order administratively closing the Related Case.

9. On September 18, 2020, Defendant filed his original answer [Doc. No. 7].

IV. Pertinent Factual Background

10. Defendant judicially admitted that he began “working for FSM on or about February 1, 2020.” *See* Exhibit B-2 ¶ 11 (first sentence).³ Defendant judicially admitted that he was terminated from FSM on April 20, 2021. *See* Exhibit B-2 ¶ 14 (first sentence); *see also* Exhibit B-7.⁴

11. When originally formed on June 16, 2017, FSM had only three managing members: (1) Mr. Patel; (2) Mr. LaHood; and (3) Mr. Gaines. *See* Exhibits A & A-1. On November 29, 2018, however, FSM filed a certificate of amendment whereby the only managing members of FSM was changed to be: (1) Mr. Patel; and (2) ROE. *See* Exhibits A & A-2.

12. Defendant alleged (and when used against him, judicially admitted) that he had a “written employment contract” with an unidentified party. *See* Exhibit B-2 ¶ 14 (first sentence). During his deposition, however, Defendant concedes that if he had a contract with any of Plaintiffs, then it was only with FSM, and no one else (including but not limited to any of the

² Pursuant to Fed. R. Evid. 201, Plaintiffs request that the Court take limited judicial notice of the contents of the Clerk’s file for the Related Case. Plaintiffs reference the documents filed in the Related Case for only limited purposes because they contain judicial admissions of Defendant. Except as cited, Plaintiffs disavow the hearsay statements contained in that action.

³ Plaintiffs cite this evidence for only the limited purpose stated as a party admission of Defendant. However, the remainder of the statements in this exhibit are hearsay.

⁴ Plaintiffs cite this evidence for only the limited purpose stated as a party admission of Defendant. However, the remainder of the statements in this exhibit are hearsay.

other Plaintiffs). *See* Exhibit B at 125:23-25. Defendant alleged (and when used against him, judicially admitted) that he did not assent to the Independent Contractor Agreement that was attached to Plaintiffs' Original Complaint (Doc. No. 1 at ¶ 14 and Exhibit B). *See* Doc. No. 12 at ¶ 14.

13. Regardless, Defendant concedes that Defendant and FSM (or any other of Plaintiffs, for that matter) never finalized negotiating the form of a contract with one another for his alleged "employment", nor executed any such alleged contract. *See* Exhibit B at 74:24 – 75:23, 76:5 – 77:14, 78:11 – 79:14, 85:4 – 86:8, 93:1 – 94:24, 95:21 – 96:8, 97:21 – 98:1, 98:7 – 99:16, 117:3-19, 118:3 – 118:23. In fact, as late as March 11, 2020, Defendant emailed FSM with a counteroffer to the proposed contract that FSM had most recently offered. *See id.*; Exhibits B-8, B-9, B-11, & B-12.

14. During his deposition, Defendant admitted that Defendant and FSM (or any of the other Plaintiffs, for that matter) never reached a contract because the terms were still being negotiated. *See* Exhibits B at 111:9 – 112:3, 115:4-23, 117:9-19, 118:3-23; B-8, B-9, B-11, B-12, B-17.

15. During his deposition, Defendant: (1) alleged that FSM owed him \$12,500.00 per month for his services, and he alleged he was owed \$6,250.00 for his services; (2) alleged he was entitled to be reimbursed up to \$5,000.00 per month for expenses, and he was owed \$11,589.08; and (3) admitted that FSM paid him no less than \$49,250.04, exclusive of the \$50,000.00 that funded the loans memorialized by the two promissory notes. *See* Exhibits B at 42:22 – 43:6; 96:9-22, 128:16 – 130:12, 133:5-8; B-7;⁵ B-19; B-20.

⁵ Plaintiffs cite this evidence for only the limited purpose stated as a party admission of Defendant. However, the remainder of the statements in this exhibit are hearsay.

V. Legal Standard

16. A party is entitled to summary judgment if there is no genuine issue as to any material fact and the movant is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(c). “Only disputes over facts that might affect the outcome of the suit under the governing laws will properly preclude the entry of summary judgment. Factual disputes that are irrelevant or unnecessary will not be counted.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

17. “The substantive law will identify which facts are material.” *Anderson*, 477 U.S. at 248. The movant accomplishes this by informing the court of the basis for its motion, and by identifying portions of the record which reveal that there are no genuine material fact issues. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). Once the movant produces such evidence, the nonmovant must then direct the court to evidence in the record sufficient to establish that there is a genuine issue of material fact for trial. *See id.* at 323-24.

VI. Arguments & Authorities

18. Plaintiffs are entitled to partial summary judgment because: (1) FSM (or any other of Plaintiffs, for that matter) did not wrongfully terminate Defendant from FSM; (2) FSM (or any other of Plaintiffs, for that matter) did not breach the alleged employment contract with Defendant; and (3) none of Plaintiffs other than FSM could have any liability to Defendant for the alleged breach of the alleged employment contract with FSM.

19. The elements necessary to form a valid and binding contract are: (1) an offer; (2) acceptance in strict compliance with the terms of the offer; (3) a meeting of the minds; (4) each party’s consent to the terms, or “mutual assent”; and (5) execution and delivery of the contract with the intent that it be mutual and binding. *See, e.g., Specialty Select Care Ctr. of San Antonio v. Owen*, 499 S.W.3d 37, 43 (Tex. App. – San Antonio 2016, no pet.).

20. A purported “acceptance” of an offer cannot change or qualify the material terms of the offer, and any purported “acceptance” that does not mirror the offer actually constitutes both a rejection of the offer and a counteroffer. *Amedisys, Inc. v. Kingwood Home Health Care, LLC*, 437 S.W.3d 507, 513-14 (Tex. 2014); *Davis v. Tex. Farm Bureau Ins.*, 470 S.W.3d 97, 104-05 (Tex. App. – Houston [1st Dist.] 2015, no pet.) (“A counteroffer constitutes a rejection, not an acceptance, of the original offer.”).

21. Under Texas law, employment is presumed to be at-will unless and until it is proven otherwise. *Midland Judicial Dist. Cmty. Supervision & Corr. Dep’t v. Jones*, 92 S.W.3d 486, 487 (Tex. 2002) (per curiam) (internal citation omitted). That is, an employer can terminate an employee for good cause, bad cause, or no cause unless an employment agreement provides otherwise. *Montgomery County Hosp. Dist. v. Brown*, 965 S.W.2d 501, 502 (Tex. 1998).

22. An employee bears the burden of proving that the employer agreed to modify their at-will employment status. *See Brown*, 965 S.W.2d at 502-03. To do so, the employee must prove that the employer expressly agreed not to terminate the employee except under clear and specific circumstances. *Id.* at 502; *Jones*, 92 S.W.3d at 487.

23. First, Defendant admitted during his deposition that if he had a contract with any of Plaintiffs, then such contract was only with FSM. *See Exhibit B* at 125:23-25. Therefore, each of Plaintiffs other than FSM are entitled to summary judgment none of Plaintiffs other than FSM have any liability to Defendant for the causes of action for breach of contract, and thus Plaintiffs (other than FSM) are entitled to summary judgment.

24. Second, Defendant alleges that FSM agreed to employ him for at least one year based upon an unexecuted proposed independent contractor agreement that Defendant rejected by making a counteroffer. *See Exhibits B* at 74:24 – 75:23, 76:5 – 77:14, 78:11 – 79:14, 85:4 –

86:8, 93:1 – 94:24, 95:21 – 96:8, 97:21 – 98:1, 98:7 – 99:16, 117:3-19, 118:3 – 118:23; B-8; B-9; B-11; & B-12. Defendant’s counteroffer constituted a rejection of FSM’s offer, not an acceptance. *See, e.g., Davis*, 470 S.W.3d at 104-05. In addition, Defendant alleged (and when used against him, judicially admitted) that he had a “written employment contract” with an unidentified party. *See* Exhibit B-2 ¶ 14 (first sentence). Defendant alleged (and when used against him, judicially admitted) that he did not assent to the Independent Contractor Agreement that was attached to Plaintiffs’ Original Complaint (Doc. No. 1 at ¶ 14 and Exhibit B). *See* Doc. No. 12 at ¶ 14. Therefore, Defendant and FSM (or any other of Plaintiffs, for that matter) never reached any contract, which means that FSM could not have breached any contract, and thus Plaintiffs are entitled to summary judgment.

25. Fourth, FSM has actually paid Defendant more than he could possibly be owed according to Defendant’s own judicial and sworn admission. As Defendant testified during his deposition and alleged in his sworn Texas Workforce Commission wage claim (which are admissions when used against him): (1) FSM contracted to pay Defendant \$150,000.00 annually, which is a daily rate of \$410.96; (2) Defendant was to be paid \$6,250.00 twice per month; and (3) Defendant began providing services to FSM on February 1, 2020, and was terminated on April 20, 2020. *See* Exhibit A to Doc. No. 1 (pp. 8-15) in the Related Case at p. 10, ¶¶ 11 (first sentence) & 14 (first sentence); *see also* Exhibits B at 42:22 – 43:6; 96:9-22, 128:16 – 130:12, 133:5-8; B-7; B-19; B-20.

26. Based upon his admissions, Defendant could be owed no more than \$44,054.92, consisting of: (1) \$32,465.84 for his services between February 1, 2020, through April 20, 2020 (79 days x \$410.96/day = \$32,465.84); and (2) \$11,589.08 for unreimbursed expenses.

Defendant admitted that FSM paid him no less than \$49,250.04 towards what he alleges he was owed. *See* Exhibits B at 42:22 – 43:6; 96:9-22, 128:16 – 130:12, 133:5-8; B-7; B-19; B-20.

27. As such, Defendant has admitted that he was paid no less than \$5,195.12 more than what he alleges he was owed. Therefore, FSM (or any other of Plaintiffs, for that matter) owe Defendant nothing, and thus Plaintiffs are entitled to summary judgment.

VII. Attorney's Fees

28. A person, including Plaintiffs, may recover attorney's fees from an individual such as Defendant on a claim for breach of contract. Tex. Civ. Prac. & Rem. Code § 38.001(8).

29. Plaintiffs will seek recovery of costs and attorney fees in accordance with Local Rule CV-7(j)(1) and Fed. R. Civ. P. 54(d)(2).

VIII. Prayer

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that the Court grant this Motion in its entirety, enter partial summary judgment as requested herein, and award Plaintiffs all such other and further relief, both general and special, at law or in equity, to which Plaintiffs may be entitled.

Respectfully submitted,

PATEL GAINES, PLLC
221 West Exchange Avenue, Suite 306
Fort Worth, Texas 76164
www.patelgaines.com
(817) 394-4844 | Telephone
(817) 394-4344 | Facsimile

By: /s/ Lance H. "Luke" Beshara
Lance "Luke" H. Beshara
Texas State Bar No. 24045492
lbeshara@patelgaines.com

ATTORNEY FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I certify that the date this document was filed with the Clerk of the Court, a true and correct copy was transmitted in accordance with the requirements of the Federal Rules of Civil Procedure, addressed as follows:

Via ECF Service:

John D. Murphy
Husein Hadi

/s/ Lance H. "Luke" Beshara
Lance H. "Luke" Beshara

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

FUNDAMENTAL SPORTS MANAGEMENT, LLC;	§	
RAHUL PATEL; GRANT GAINES; ROE-BRG	§	
INVESTMENTS, LLC; AND NICOLAS LAHOOD,	§	CIVIL ACTION No. 5:20-cv-00774-FB
PLAINTIFFS,	§	(LEAD CASE) (JURY TRIAL DEMANDED)
	§	
V.	§	(CONSOLIDATED WITH 5:20-CV-00775-FB)
	§	
MAYAR ZOKAEI,	§	
DEFENDANT.	§	

Plaintiffs' Appendix in Support of Third Motion for Summary Judgment

COME NOW Plaintiffs Fundamental Sports Management, LLC; Rahul Patel; and ROE-BRG Investments, LLC (collectively, “**Plaintiffs**”), and pursuant to Local Rule CV-7(d)(1) file their Appendix in Support of Third Motion for Partial Summary Judgment, respectfully showing the Court as follows:

Tab A	Declaration of Rahul Patel.....	App. 1-3
Tab A-1	Certificate of Formation.....	App. 4-6
Tab A-2	Certificate of Amendment.....	App. 7-10
Tab B	Deposition Transcript of Mayar Zokaei.....	App. 11-86
Tab B-2	Plaintiff’s Original Petition.....	App. 87-95
Tab B-7	Wage Claim.....	App. 96-99
Tab B-8	Email String.....	App. 100-103
Tab B-9	Independent Contractor Agreement.....	App. 104-112
Tab B-11	Email String.....	App. 113-114
Tab B-12	Independent Contractor Agreement.....	App. 115-123

Tab B-17	Certificate of Formation.....	App. 124-126
Tab B-19	Wire Notice.....	App. 127-128
Tab B-20	Payment Ledger.....	App. 129-130

Respectfully submitted,

PATEL GAINES, PLLC
221 West Exchange Ave., Suite 206A
Fort Worth, Texas 76164
www.patelgaines.com
(817) 394-4844 | Telephone
(817) 394-4344 | Facsimile

By: /s/ Lance H. "Luke" Beshara
Lance "Luke" H. Beshara
Texas State Bar No. 24045492
lbeshara@patelgaines.com

ATTORNEY FOR PLAINTIFFS

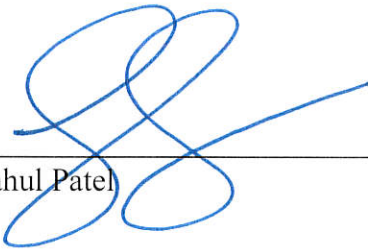
CERTIFICATE OF SERVICE

I certify that the date this document was filed with the Clerk of the Court, a true and correct copy was transmitted in accordance with the requirements of the Federal Rules of Civil Procedure, addressed as follows:

Via ECF Service:
John D. Murphy
Husein Hadi

/s/ Lance H. "Luke" Beshara
Lance H. "Luke" Beshara

EXHIBIT A



Rahul Patel

EXHIBIT A-1

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802747419 06/16/2017
Document #: 744927150002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Fundamental Sports Management, LLC

Article 2 – Registered Agent and Registered Office

☒ A. The initial registered agent is an organization (cannot be company named above) by the name of:

Patel Gaines, PLLC

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

14414 Blanco Road

Ste 320 San Antonio TX 78216

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members. The names and addresses of the governing persons are set forth below:

Managing Member 1: **Rahul B Patel**

Title: **Managing Member**

Address: **14414 Blanco Road Ste. 320 San Antonio TX, USA 78216**

Managing Member 2: **Nicolas LaHood**

Title: **Managing Member**

Address: **14414 Blanco Road Ste. 320 San Antonio TX, USA 78216**

Managing Member 3: **Grant M Gaines**

Title: **Managing Member**

Address: **14414 Blanco Road Ste. 320 San Antonio TX, USA 78216**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Rahul B. Patel **14414 Blanco Road, Ste 320, San Antonio, Texas 78216**

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Rahul B. Patel

Signature of Organizer

FILING OFFICE COPY

EXHIBIT A-2

Form 424

(Revised 05/11)

Submit in duplicate to:

Secretary of State

P.O. Box 13697

Austin, TX 78711-3697

512 463-5555

FAX: 512/463-5709

Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

NOV 29 2018

Corporations Section

Entity Information

The name of the filing entity is:

Fundamental Sports Management, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation

☐ Professional Corporation

☐ Nonprofit Corporation

☐ Professional Limited Liability Company

☐ Cooperative Association

☐ Professional Association

☒ Limited Liability Company

☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 802747419

The date of formation of the entity is: June 16, 2017

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent

(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:*First Name**M.I.**Last Name**Suffix*

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

2030 N Loop 1604 W, Suite 200

San Antonio

TX 78248

*Street Address (No P.O. Box)**City**State Zip Code***3. Other Added, Altered, or Deleted Provisions**

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☒ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Change Grant M. Gaines to ROR-BRG Investments, LLC

☒ **Delete** each of the provisions identified below from the certificate of formation.

Nicholas LaHood as Managing Member 2 of the company

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

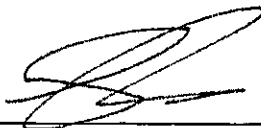
- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: November 2, 2018

By:



Rahul B. Patel

Signature of authorized person

Rahul B. Patel Managing Member

Printed or typed name of authorized person (see instructions)

EXHIBIT B

Mayar Zokaei - August 3, 2021

1	3
<p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE WESTERN DISTRICT OF TEXAS</p> <p>3 SAN ANTONIO DIVISION</p> <p>4 FUNDAMENTAL SPORTS)</p> <p>MANAGEMENT, LLC; RAHUL)</p> <p>5 PATEL; GRANT GAINES,)</p> <p>ROE-BRG INVESTMENTS, LLC;)</p> <p>6 AND NICOLAS LaHood,)</p> <p>7 Plaintiffs,) NO. 5:20-CV-00774-FB</p> <p>8 VS.) (CONSOLIDATED WITH</p> <p>9) 5:20-CV-00775-FB)</p> <p>MAYAR ZOKAEI,)</p> <p>10 Defendant.)</p> <p>11</p> <p>12 ORAL AND VIDEOTAPED DEPOSITION OF</p> <p>13 MAYAR ZOKAEI</p> <p>14 AUGUST 3, 2021</p> <p>15 (Reported Remotely)</p> <p>16 ORAL AND VIDEOTAPED DEPOSITION of MAYAR</p> <p>17 ZOKAEI, produced as a witness at the instance of the</p> <p>18 Plaintiffs, and duly sworn, was taken in the</p> <p>19 above-styled and numbered cause on the 3rd of August,</p> <p>20 2021, from 11:32 a.m. to 4:01 p.m., Pacific Daylight</p> <p>21 Time, before Audra B. Paty, CSR in and for the State</p> <p>22 of Texas, reported by machine shorthand, in the City</p> <p>23 of Wilsonville, County of Clackamas, State of Oregon,</p> <p>24 pursuant to Notice and the Federal Rules of Civil</p> <p>25 Procedure.</p>	<p>1 I N D E X</p> <p>2 WITNESS PAGE</p> <p>3 MAYAR ZOKAEI</p> <p>4 EXAMINATION BY MR. BESHARA 6</p> <p>5</p> <p>6 CORRECTIONS MADE BY WITNESS 184</p> <p>7 SIGNATURE OF WITNESS 185</p> <p>8 REPORTER'S CERTIFICATION 186</p> <p>9</p> <p>10 EXHIBITS IDENTIFIED</p> <p>11 Exhibit 1 - NBPA Regulations Governing</p> <p>Player Agents 10</p> <p>12</p> <p>Exhibit 2 - Plaintiff's Original Petition</p> <p>13 and Request for Disclosures 22</p> <p>14 Exhibit 3 - Independent Contractor Agreement 31</p> <p>15 Exhibit 4 - Promissory Note 10K 50</p> <p>16 Exhibit 5 - Promissory Note 40K 52</p> <p>17 Exhibit 6 - Confidentiality and Nondisclosure</p> <p>Agreement 54</p> <p>18</p> <p>Exhibit 7 - Wage Claim 58</p> <p>19</p> <p>Exhibit 8 - E-mail string to e-mail being</p> <p>20 3-11-20 Zokaei e-mail to Fahim 74</p> <p>21 Exhibit 9 - Independent Contractor Agreement 82</p> <p>22 Exhibit 10 - Independent Contractor</p> <p>Confidentiality and Nondisclosure</p> <p>23 Agreement 84</p> <p>24 Exhibit 11 - 1-31-20 Patel e-mail to Zokaei 93</p> <p>25 Exhibit 12 - Independent Contractor Agreement 93</p>
2	4
<p>1 A P P E A R A N C E S</p> <p>2 FOR THE PLAINTIFFS:</p> <p>Mr. Lance H. "Luke" Beshara</p> <p>3 PATEL GAINES, PLLC</p> <p>221 West Exchange Avenue</p> <p>4 Suite 308</p> <p>Fort Worth, Texas 76164</p> <p>5 817.394.4844</p> <p>lbeshara@patelgaines.com</p> <p>6</p> <p>7</p> <p>8 FOR THE DEFENDANT:</p> <p>Mr. John Murphy</p> <p>HIGDON LAWYERS</p> <p>9 4900 Fournace Place</p> <p>Bellaire, Texas 77401</p> <p>10 713.2237300</p> <p>john@higdonlawyers.com</p> <p>11</p> <p>Mr. Sedrick Staggs</p> <p>12 THE HADI LAW FIRM, PLLC</p> <p>7100 Regency Square Boulevard</p> <p>13 Suite 140</p> <p>Houston, Texas 77036</p> <p>14 832.433.7977</p> <p>litigation@thehadilawfirm.com</p> <p>15</p> <p>16</p> <p>17 ALSO PRESENT:</p> <p>Mr. Rahul B. Patel</p> <p>18 Mr. Guy Tubbs, Videographer</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 EXHIBITS IDENTIFIED</p> <p>2 Exhibit 13 - Independent Contractor</p> <p>Confidentiality and Nondisclosure</p> <p>3 Agreement 93</p> <p>4 Exhibit 14 - Purchase Agreement 93</p> <p>5 Exhibit 15 - E-mail string top e-mail being</p> <p>4-29-20 Schoeffler e-mail to</p> <p>6 Zokaei 101</p> <p>7 Exhibit 16 - E-mail string top e-mail being</p> <p>4-30-20 Schoeffler e-mail to</p> <p>8 Zokaei 106</p> <p>9 Exhibit 17 - Certificate of Formation Limited</p> <p>Liability Company 111</p> <p>10</p> <p>Exhibit 18 - Entity Information 111</p> <p>11</p> <p>Exhibit 19 - Outgoing Wire Notice 128</p> <p>12</p> <p>Exhibit 20 - Fundamental Sports Management</p> <p>13 Transaction Report 129</p> <p>14 Exhibit 21 - 5-11-20 Hadi Law Firm letter</p> <p>to Gaines 156</p> <p>15</p> <p>Exhibit 22 - E-mail string top e-mail being</p> <p>16 3-3-20 Patel letter to Zokaei 160</p> <p>17 Exhibit 23 - Request for Taxpayer</p> <p>Identification Number and</p> <p>18 Certification 165</p> <p>19 Exhibit 24 - RealGM document 179</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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<p style="text-align: right;">5</p> <p>1 PROCEEDINGS</p> <p>2 THE VIDEOGRAPHER: Going on the record at</p> <p>3 11:32 Pacific Daylight Time. Today is Tuesday, August</p> <p>4 43rd, 2021. This is the beginning of tape number 1,</p> <p>5 volume 1. We are here for the deposition of Mayar</p> <p>6 Zokaei in the case styled Fundamental Sports</p> <p>7 Management, LLC et al. versus Mayar Zokaei.</p> <p>8 This deposition is taking place in</p> <p>9 Wilsonville, Oregon. The court reporter is Audra</p> <p>10 Paty. We are with Dickman Davenport, 4228 North</p> <p>11 Central Expressway, Suite 101, Dallas, Texas 75206.</p> <p>12 Will counsel please state their appearances for the</p> <p>13 record after which the court reporter will read a</p> <p>14 brief statement and then swear in the witness.</p> <p>15 MR. MURPHY: For the plaintiff, my name</p> <p>16 is John Murphy. I'm with the Higdon Law Firm in</p> <p>17 Bellaire, Texas.</p> <p>18 MR. STAGG: Sedrick Stagg with The Hadi</p> <p>19 Law Firm.</p> <p>20 MR. BESHARA: I am Luke Beshara. I</p> <p>21 represent -- let me get the list of names here for us.</p> <p>22 Fundamental Sports Management, LLC, Rahul Patel, Grant</p> <p>23 Gaines, ROE-BRG Investments, LLC, and Nicolas LaHood.</p> <p>24 THE REPORTER: Okay. I will make a brief</p> <p>25 statement and then I will swear the witness in.</p>	<p style="text-align: right;">7</p> <p>1 Let's start off by you giving your name</p> <p>2 and spelling it for the record.</p> <p>3 A. My name is Mayar Zokaei. That's M-A-Y-A-R,</p> <p>4 last name, Z-O-K-A-E-I.</p> <p>5 Q. Where are you presently located as you give</p> <p>6 your deposition today?</p> <p>7 A. I am in Wilsonville, Oregon.</p> <p>8 Q. Do you understand that you have been sworn in</p> <p>9 as a witness the same as though you were seated in a</p> <p>10 courtroom and you're under oath?</p> <p>11 A. I do.</p> <p>12 Q. So all your testimony is subject to the same</p> <p>13 penalties of perjury the same as though you were</p> <p>14 seated in a witness stand in a courtroom?</p> <p>15 A. Got it.</p> <p>16 Q. Let's start off with a little background.</p> <p>17 What is it -- what is it that you do for a living,</p> <p>18 Mr. Zokaei?</p> <p>19 A. I am a basketball agent.</p> <p>20 Q. And how long have you been a basketball</p> <p>21 agent?</p> <p>22 A. About 11 years.</p> <p>23 Q. Some of this stuff I know and you know, but</p> <p>24 it's for the benefit of the jury. When you say</p> <p>25 basketball agent, what type of basketball players are</p>
<p style="text-align: right;">6</p> <p>1 My name is Audra Paty, Texas Certified</p> <p>2 Shorthand Reporter Number 5987. This deposition is</p> <p>3 being conducted remotely in accordance with the</p> <p>4 current Emergency Order regarding the COVID-19 State</p> <p>5 of Disaster issued and signed by the Supreme Court of</p> <p>6 Texas.</p> <p>7 The deposition is being held via</p> <p>8 videoconferencing equipment. The witness and reporter</p> <p>9 are not in the same room. The witness will be sworn</p> <p>10 in remotely pursuant to agreement of all parties.</p> <p>11 The parties will stipulate that the</p> <p>12 testimony is being given as if the witness was sworn</p> <p>13 in person.</p> <p>14 All parties please state your agreement</p> <p>15 on the record at this time.</p> <p>16 MR. MURPHY: That's so agreed.</p> <p>17 MR. BESHARA: Luke Beshara agrees.</p> <p>18 THE WITNESS: I agree.</p> <p>19 MAYAR ZOKAEI,</p> <p>20 having been first duly sworn, testified as follows:</p> <p>21 EXAMINATION</p> <p>22 BY MR. BESHARA:</p> <p>23 Q. Mr. Zokaei, my name is Luke Beshara. As you</p> <p>24 know, I represent Fundamental Sports Management, LLC</p> <p>25 and several other individuals and an entity.</p>	<p style="text-align: right;">8</p> <p>1 you representing?</p> <p>2 A. I represent players that play professionally</p> <p>3 in the NBA as well as overseas.</p> <p>4 Q. And are you conducting business under your</p> <p>5 own name or are you associated with an entity that you</p> <p>6 perhaps own or someone else owns?</p> <p>7 A. At the current time I am operating as an</p> <p>8 individual under my own name.</p> <p>9 Q. And what is the name of your sports agency?</p> <p>10 A. I don't have a sports agency. I am again</p> <p>11 operating as an individual under my own name.</p> <p>12 Q. I understand you don't have an entity, but</p> <p>13 you are a sports agent so if -- when you hold yourself</p> <p>14 out and you introduce to someone, what do you have on</p> <p>15 your business card or what's the name of your</p> <p>16 business?</p> <p>17 A. I just refer to myself as an individual</p> <p>18 representing athletes.</p> <p>19 Q. So it's just Mayar Zokaei?</p> <p>20 A. Yeah.</p> <p>21 Q. With nothing else?</p> <p>22 A. I don't have a business card.</p> <p>23 Q. Do you -- have you registered any assumed</p> <p>24 names, for example, under which you conduct business?</p> <p>25 A. Not with respect to my work as a sports</p>

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<p style="text-align: right;">9</p> <p>1 agent.</p> <p>2 Q. All right. How long have you been a -- are</p> <p>3 you certified by the NBPA?</p> <p>4 A. Yes, I am currently certified by the NBPA.</p> <p>5 Q. And what is the NBPA?</p> <p>6 A. That is the union that certifies and</p> <p>7 regulates agents.</p> <p>8 Q. For professional basketball players in the</p> <p>9 NBA?</p> <p>10 A. Yes.</p> <p>11 Q. What is the process to become registered or</p> <p>12 certified with the NBPA?</p> <p>13 A. There is an application you fill out.</p> <p>14 There's a background check and there's an administered</p> <p>15 test that you take.</p> <p>16 Q. Are you subject to any rules or regulations</p> <p>17 issued from the NBPA?</p> <p>18 A. Yes.</p> <p>19 Q. And where -- I'm going to go ahead and share</p> <p>20 screen.</p> <p>21 MR. BESHARA: We have that available; is</p> <p>22 that correct?</p> <p>23 THE WITNESS: Are you asking me?</p> <p>24 MR. BESHARA: No, I was asking the court</p> <p>25 reporter, but we'll go ahead and try.</p>	<p style="text-align: right;">11</p> <p>1 document before?</p> <p>2 A. Are you speaking to me?</p> <p>3 Q. Yes, Mr. Zokaei.</p> <p>4 A. Yes, I have.</p> <p>5 Q. Okay. And what is Exhibit 1?</p> <p>6 A. This is a document that they give to all</p> <p>7 agents I believe when you get certification and that</p> <p>8 are the rules of conduct for agents.</p> <p>9 Q. And are you obligated to comply with the</p> <p>10 rules of conduct set forth in Deposition Exhibit 1 as</p> <p>11 part of your registration as an NBPA agent?</p> <p>12 A. Yes.</p> <p>13 Q. What happens if you fail to comply with these</p> <p>14 rules of conduct set forth in Deposition Exhibit 1?</p> <p>15 A. I'm am not quite sure. I have never failed</p> <p>16 to comply with these rules and regulations so I do not</p> <p>17 know what the recourse is on behalf of this NBPA for</p> <p>18 something like that.</p> <p>19 Q. You went through a process of applying to</p> <p>20 become an NBPA agent. You didn't learn that violating</p> <p>21 these rules of conduct would subject you to</p> <p>22 disciplinary procedure from the NBPA up to and</p> <p>23 including revocation of your certification?</p> <p>24 A. Yeah, specifically I don't know what the</p> <p>25 process is. I do know that there are ramifications,</p>
<p style="text-align: right;">10</p> <p>1 THE REPORTER: Yes. You should be able</p> <p>2 to.</p> <p>3 MR. BESHARA: And for opposing counsel,</p> <p>4 how do you want me to get you over deposition</p> <p>5 exhibits? Do you want me to send them to you all at</p> <p>6 the end or do you want me to send them as we go along?</p> <p>7 MR. MURPHY: Yeah, if you can send them</p> <p>8 at the end, Luke, that's fine.</p> <p>9 THE REPORTER: You can also put them in</p> <p>10 the chat and they can be downloaded, but that's up to</p> <p>11 you guys.</p> <p>12 MR. BESHARA: That's fine with me. I</p> <p>13 don't think I've ever done that. File. Can you go</p> <p>14 over to the chat function and see if you can access</p> <p>15 that?</p> <p>16 MR. MURPHY: Okay. It's downloading.</p> <p>17 (Exhibit No. 1 marked.)</p> <p>18 Q. (BY MR. BESHARA) Okay. I'm going to go</p> <p>19 ahead and share the screen. This is what I marked as</p> <p>20 Deposition Exhibit 1. Mr. Zokaei, are you able to see</p> <p>21 that?</p> <p>22 A. Yes.</p> <p>23 Q. And I'm going to decrease it a little bit so</p> <p>24 you have a slightly better view. Have you ever seen</p> <p>25 this document before? Have you ever seen this</p>	<p style="text-align: right;">12</p> <p>1 but I do not know what it entails if you do -- if you</p> <p>2 are in conflict of these rules and regulations.</p> <p>3 Q. Would you agree with me that discipline could</p> <p>4 include revocation as a certified NBPA agent?</p> <p>5 A. Yes.</p> <p>6 Q. Is it important for you in your line of work</p> <p>7 to make sure that you comply with the rules of conduct</p> <p>8 set forth in Deposition Exhibit 1?</p> <p>9 A. Yes.</p> <p>10 Q. Coming back, how long ago -- when were you</p> <p>11 first licensed as an NBPA agent?</p> <p>12 A. I don't remember the exact time or year, but</p> <p>13 it has been several years.</p> <p>14 Q. Certainly before any of the events at issue</p> <p>15 in this lawsuit, right?</p> <p>16 A. Yes.</p> <p>17 Q. I mean, we're talking late 2019 when you</p> <p>18 first began discussions with FSM -- if I say FSM, will</p> <p>19 you understand I mean Fundamental Sports Management,</p> <p>20 LLC --</p> <p>21 A. Yes.</p> <p>22 Q. -- a party to this action?</p> <p>23 So were you licensed at the time you</p> <p>24 began negotiations with FSM?</p> <p>25 A. Yes, I was.</p>

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<p style="text-align: right;">13</p> <p>1 Q. Let's jump to that point. How did you first 2 become familiar with FSM?</p> <p>3 A. I had read I believe an article online and 4 there was a new agency that had started in San Antonio 5 and it piqued my interest just because of, you know, 6 being a smaller agency in a city that is not really 7 well known for startup basketball agencies. And I 8 reached out to the principal over there or somebody 9 over there to see if there was potential for us to 10 work together.</p> <p>11 Q. Who was it that you reached out to that you 12 spoke with on behalf of FSM?</p> <p>13 A. Rahul Patel.</p> <p>14 Q. Okay. Do you remember when you first began 15 communications with Rahul Patel on behalf of FSM?</p> <p>16 A. Around October, November 2019.</p> <p>17 Q. What were you doing for a living in October, 18 November of 2019?</p> <p>19 A. I was working as a basketball agent.</p> <p>20 Q. And who were you employed by at that time?</p> <p>21 A. I was still an independent agent working for 22 myself.</p> <p>23 Q. So much like you are today?</p> <p>24 A. Yes.</p> <p>25 Q. Have you -- aside from -- putting aside</p>	<p style="text-align: right;">15</p> <p>1 A. Yes.</p> <p>2 Q. And I can only imagine, you know, you sign 3 up, you take your test, you get registered, certified 4 by the NBPA, that's your first step, right?</p> <p>5 A. Correct.</p> <p>6 Q. What do you next to develop a client base?</p> <p>7 A. You, again, either find somebody that can 8 mentor you that can maybe teach you a little bit about 9 the business and also research players and see, you 10 know, who are legitimate prospects for you to 11 represent and then reach out to players and try to 12 establish rapport and relationships with potential 13 prospects.</p> <p>14 Q. Who was the first client you ever signed up?</p> <p>15 A. The first client that I personally ever 16 signed up was Joshua Smith.</p> <p>17 Q. And when was that?</p> <p>18 A. 2013, '14.</p> <p>19 Q. Okay.</p> <p>20 A. In regards to NBA. With regards to NBA. But 21 I did sign up other clients and I placed them overseas 22 before that.</p> <p>23 Q. Okay. So your first NBA client was Joshua 24 Smith?</p> <p>25 A. Yes, yes.</p>
<p style="text-align: right;">14</p> <p>1 FSM --</p> <p>2 A. Uh-huh.</p> <p>3 Q. -- have you ever worked as an agent for a 4 sports agency?</p> <p>5 A. I have not had a formal arrangement with a 6 sports agency, no.</p> <p>7 Q. So ever since you became an NBPA certified 8 agent, besides your stint with FSM, you have worked 9 for yourself as an independent agent; is that correct?</p> <p>10 A. Yes. I have been mentored by some agents and 11 worked on an informal level, but I have never worked 12 formally with another agency.</p> <p>13 Q. How did you first get into this industry?</p> <p>14 A. It's just something that I wanted to do since 15 I was a kid. I always wanted to get into the world of 16 basketball. Unfortunately I wasn't tall enough nor 17 skilled enough to play basketball and I thought this 18 was an opportunity for me to be involved with the 19 basketball world, perhaps on the other side of it.</p> <p>20 Q. So that leads me to another point. Have you 21 always wanted to specifically be an agent for 22 professional basketball players or for professional 23 athletes in general?</p> <p>24 A. Professional basketball players.</p> <p>25 Q. So that's always been your focus?</p>	<p style="text-align: right;">16</p> <p>1 Q. And that was around 2013, 2014?</p> <p>2 A. Yeah, around that time. 2014, maybe 2015.</p> <p>3 Q. So I want to focus just on NBA players now, 4 not professional players overseas.</p> <p>5 A. Okay.</p> <p>6 Q. How many NBA players have you represented 7 over the course of your career?</p> <p>8 A. Too many to count to be honest and remember, 9 but several. Several. See, the definition of an NBA 10 player, perhaps can you elaborate on what you mean by 11 that?</p> <p>12 Q. I mean someone who actually signed a contract 13 with an NBA team to play.</p> <p>14 A. Right. I would say probably more than ten.</p> <p>15 Q. Okay.</p> <p>16 A. Yeah.</p> <p>17 Q. Jumping forward to the October, November of 18 2019 time frame when you first reached out to Rahul 19 Patel on behalf of FSM --</p> <p>20 A. Yes.</p> <p>21 Q. -- how many NBA players were you representing 22 at that time?</p> <p>23 A. At that time, players with NBA contracts I 24 believe it was about three or four.</p> <p>25 Q. Okay. And then I'm assuming that you also</p>

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<p style="text-align: right;">17</p> <p>1 I had some non-NBA professional players that you 2 represented as well?</p> <p>3 A. Yes.</p> <p>4 Q. And how many of those were you representing 5 in the time frame when you reached out to Rahul Patel?</p> <p>6 A. If I remember correctly, it's been a while, 7 but around that time four or five as well.</p> <p>8 Q. Okay. When you reached out to Rahul Patel, 9 you were the one that initiated the contact, correct?</p> <p>10 A. Correct.</p> <p>11 Q. And I believe you mentioned you reached out 12 to him about the possibility of working together; is 13 that right?</p> <p>14 A. Yes, yes.</p> <p>15 Q. What do you mean by working together with 16 FSM?</p> <p>17 A. I did notice that he had assembled a team and 18 I was operating as a one-man shop and I was being 19 spread a little bit thin and -- being that I had 20 signed some clients in the past that required a little 21 more time and attention. It would have been great to 22 have a marketing component as well behind me as well 23 as another certified agent to work with, which 24 Mr. Patel was at the time, and just kind of somewhere 25 to hang your hat and work with others that are</p>	<p style="text-align: right;">19</p> <p>I mean by that?</p> <p>2 A. I have negotiated deals. I have negotiated 3 for basketball players. I have negotiated 4 arrangements, hotel partnerships, other brand 5 partnerships with automobile makers and those are kind 6 on the table if you are working for a basketball 7 player with regards to the marketing endorsement 8 component.</p> <p>9 Q. So you're talking about on the endorsement 10 side of things more?</p> <p>11 A. Correct.</p> <p>12 Q. All right. So if you distill down what it is 13 that you were going to be doing for FSM?</p> <p>14 A. FSM.</p> <p>15 Q. FSM, right. It was going to be, what? You 16 were going to represent players as an agent, correct?</p> <p>17 A. And recruit.</p> <p>18 Q. And recruit. You were going to try to obtain 19 and negotiate marketing deals on behalf of players?</p> <p>20 A. Correct.</p> <p>21 Q. Anything else?</p> <p>22 A. Just serve as a sounding board if they ever 23 had -- you know, being that Mr. Patel was a newly 24 certified agent and experience in the realm provide a 25 sounding board for him in case he had any questions or</p>
<p style="text-align: right;">18</p> <p>1 like-minded with similar goals.</p> <p>2 Q. Okay. Did you ask Rahul Patel if FSM would 3 be interested in hiring you as its employee?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And what -- tell me about the 6 discussions you had with Mr. Patel regarding 7 employment opportunities.</p> <p>8 A. He said he would have to talk with some 9 people that he worked with, specifically Matt Fossey, 10 and that there was potential interest there, that they 11 were looking to add another agent and that he would 12 set up a call with Mr. Fossey to initiate some 13 discussions regarding that.</p> <p>14 Q. So in this discussion that you had with 15 Mr. Patel, what is it that you were offering to 16 provide to FSM?</p> <p>17 A. My experience as well as my ability to 18 recruit more players. At the time, FSM did not have 19 any players in the NBA and nor had they placed any 20 players since it was formed in the NBA. And I was 21 also offering my services and experience and contacts 22 with marketing, the marketing component of players as 23 well as contacts across the league.</p> <p>24 Q. Tell me a little bit more about your 25 experience with the marketing component. What do you</p>	<p style="text-align: right;">20</p> <p>1 whatnot and contribute in any way I could that was 2 required of me in the agency as my role as a vice 3 president within the scope of me being an agent.</p> <p>4 Q. And were you going to be reporting directly 5 to Rahul Patel as the president of FSM?</p> <p>6 A. Yes.</p> <p>7 Q. What was it that you were expecting in return 8 from FSM?</p> <p>9 A. Pretty much just support from the marketing 10 side, if there is any graphics or whatnot that I 11 needed, Mr. Patel insisted that he had a team of four 12 or five people on his marketing team that could do 13 that. He would provide an expense report -- an 14 expense opportunity for me to get reimbursement and 15 expense allotment per month and also a life coach he 16 said that would be there for me as it was available to 17 all FSM employees, an officer for me to work at and 18 another agent under the umbrella of FSM besides 19 himself to offer another dynamic and a partner for me 20 when we're recruiting players.</p> <p>21 Q. Who was that other agent going to be besides 22 Mr. Patel?</p> <p>23 A. Colin Bryant.</p> <p>24 Q. And where was your office supposed to be 25 located?</p>

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<p style="text-align: right;">21</p> <p>1 A. At the law office of Patel Gaines in San 2Antonio, Texas.</p> <p>3 Q. And how often did you come to San Antonio, 4Texas to the law offices of Patel Gaines?</p> <p>5 A. Shortly after I was hired. I made a visit 6within, you know, a few weeks and then the pandemic 7hit. So there was no opportunity for me to travel 8there again, but I had planned another trip there 9close to the date of the shutdown.</p> <p>10 Q. How does it work when you're trying to 11develop and expand your client base? Do you just sit 12in your office wherever that may be, whether it's in 13Oregon or Texas, or are you going out on the road to 14go get face time with these players, make your 15introduction and give them a pitch?</p> <p>16 A. Combination of both.</p> <p>17 Q. All right. And how do you do it? I mean, do 18you reach out to unrepresented players, do you reach 19out to family members. What are you doing to get -- I 20mean, I can't just call an NBA player and schedule a 21meeting, right? They're not going to just meet with 22me. They're busy guys. How do you do it?</p> <p>23 A. You can try to do that and that actually is a 24dynamic that is involved with how we work. Sometimes 25you will reach out to their college coach if they're a</p>	<p style="text-align: right;">23</p> <p>1 Q. All right. So this is a file marked copy. 2And by file marked, do you see where my cursor is 3here? Do you see what I've highlighted?</p> <p>4 A. Yes.</p> <p>5 Q. That means this lawsuit was filed on June 629th, 2020 at 1:56 p.m. Okay. I'll represent that to 7you. It was assigned this cause number in the 285th 8Judicial District Court. It's titled plaintiff's 9original petition and request for disclosures and 10identified you as the plaintiff. Is this a copy of 11the lawsuit that you filed against my clients?</p> <p>12 A. I haven't looked at the whole thing, but, 13yes, it does seem like that is a copy of the lawsuit.</p> <p>14 Q. Okay. If you go into the chat function, you 15can download any of these documents yourself. I want 16you to be able to provide truthful answers. I'm not 17trying to rush you here.</p> <p>18 A. Gotcha.</p> <p>19 Q. Feel free to do that if you want to look at 20it. I'm going to direct your attention -- well, first 21off, do you know who The Hadi Law Firm, PLLC is?</p> <p>22 A. Yes, that is one of the firms representing 23me.</p> <p>24 Q. Okay. And did you authorize The Hadi Law 25Firm to file Deposition Exhibit 2 on your behalf to</p>
<p style="text-align: right;">22</p> <p>1player in college and say there is a player I'm 2interested in that's on your roster, would you be able 3to set up a meeting after the season. Sometimes you 4reach out to their high school coach or mentor if 5they're in college that they have relationships with 6or you reach out and you get contact information from 7their college coach for their parents and establish 8rapport that way.</p> <p>9 Q. Okay. I'm going to show you what I'm marking 10as Deposition Exhibit 2.</p> <p>11 MR. BESHARA: And I have made it 12available in the chat file for those that want to get 13that.</p> <p>14 A. And what is that?</p> <p>15 Q. (BY MR. BESHARA) I'm about to pull it up for 16you. Bear with me one second.</p> <p>17 A. Sure.</p> <p>18 Q. Did you ultimately file a lawsuit against 19FSM, ROE-BRG Investments, LLC, Rahul Patel, Grant 20Gaines, and Nicolas LaHood in Bexar County, Texas?</p> <p>21 A. Yes, I did.</p> <p>22 (Exhibit No. 2 marked.)</p> <p>23 Q. (BY MR. BESHARA) I'm going to show you 24Deposition Exhibit 2. Can you see that?</p> <p>25 A. I can.</p>	<p style="text-align: right;">24</p> <p>1commence a lawsuit?</p> <p>2 A. Yes.</p> <p>3 Q. Did you review this lawsuit --</p> <p>4 A. Yes, I did.</p> <p>5 Q. -- before it was filed?</p> <p>6 A. Yes.</p> <p>7 Q. Are the statements and allegations contained 8in Deposition Exhibit 2 true and correct?</p> <p>9 A. Yes.</p> <p>10 Q. But it was nothing that you needed to change 11because you reviewed it before it was filed, right?</p> <p>12 A. I don't remember if there was anything I 13needed to change.</p> <p>14 Q. Well, certainly you would have told your 15attorneys, hey, that's incorrect, we need to fix this, 16this factual statement is wrong?</p> <p>17 A. With regards to statements, yes, there is no 18changes that I required.</p> <p>19 Q. All right. So in this lawsuit, you sued 20Fundamental Sports Management, which we call FSM, 21ROE-BRG Investments, LLC, Rahul Patel, Grant Gaines, 22and Nicolas LaHood, right?</p> <p>23 A. Yes.</p> <p>24 Q. And according to the factual allegations you 25make, which begin on paragraph 11 of deposition</p>

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<p style="text-align: right;">25</p> <p>1Exhibit 2 --</p> <p>2 A. Yes.</p> <p>3 Q. -- plaintiff -- and you're the plaintiff,</p> <p>4right?</p> <p>5 A. Yes.</p> <p>6 Q. So you began working for FSM on or about</p> <p>7February 1st, 2020; is that correct?</p> <p>8 A. That is, yes, what it says in the lawsuit.</p> <p>9 Q. No, I'm asking you. I mean, is that a true</p> <p>10or a false statement?</p> <p>11 A. That is a true statement. It was a true</p> <p>12statement at the time. Later on there was a Texas</p> <p>13Workforce Commission report.</p> <p>14 Q. Yeah.</p> <p>15 A. And the rendered verdict was that I had, in</p> <p>16fact, been an employee of FSM since December 1st,</p> <p>172019.</p> <p>18 Q. Well, I mean, how did you not know when you</p> <p>19were employed? When did you start working for FSM?</p> <p>20 A. I was given tasks and performed duties in</p> <p>21December, as of December 1st, 2019. I didn't get paid</p> <p>22or compensated until late January 2020.</p> <p>23 Q. What tasks were you performing for FSM before</p> <p>24February 1st, 2020?</p> <p>25 A. I was asked to fly out to Las Vegas to meet</p>	<p style="text-align: right;">27</p> <p>1why it should be verified, reach out to someone. And</p> <p>2if you do get rejected, come back almost with a</p> <p>3rebuttal, well, this is why I think this person should</p> <p>4be able to do it. Mr. Patel told me that he had tried</p> <p>5to do it for several months for Mr. Holman, but that</p> <p>6he had no conduct nor means of being able to secure</p> <p>7that and I think it was within two weeks of me working</p> <p>8on it I was able to secure that verification for his</p> <p>9client.</p> <p>10 Q. So my question to you wasn't what process</p> <p>11does it take to get the verification.</p> <p>12 A. Right.</p> <p>13 Q. How much time did you spend doing that?</p> <p>14 A. It was about two years ago so I don't</p> <p>15remember exactly, but it was several days, if not</p> <p>16couple weeks.</p> <p>17 Q. So how many hours would that be?</p> <p>18 A. I didn't add up the hours, so I'm sorry. I</p> <p>19can't tell you and I don't want to guess. It was one</p> <p>20of the many tasks. I wasn't just focusing on that.</p> <p>21 Q. So you have no idea? As you sit here right,</p> <p>22you can't tell me one way or the other?</p> <p>23 A. I would say roughly -- if you want me to</p> <p>24guess.</p> <p>25 Q. No, I don't want you to guess.</p>
<p style="text-align: right;">26</p> <p>1with Mr. Patel and his team regarding some meetings</p> <p>2that we would be having around an NBA event. I was</p> <p>3not able to make it because it was around</p> <p>4Christmastime and it was last minute. Mr. Patel also</p> <p>5asked me to get Instagram verification for current --</p> <p>6at the time current client of his.</p> <p>7 Mr. Patel asked me to try to solicit some</p> <p>8endorsement deals for some of his clients. Many, many</p> <p>9tasks that he had asked me to do at that time during</p> <p>10which he said continuously that there would be an</p> <p>11agreement coming for our employment, but that I should</p> <p>12trust him and, you know, just come on board and take</p> <p>13the initiative and do whatever I could because at that</p> <p>14point I was part of the team. So I didn't think at</p> <p>15that time that that was the actual time of my</p> <p>16employment because, again, I didn't get paid until</p> <p>17about a month and a half later, but providing this</p> <p>18information to the Texas Workforce Commission and the</p> <p>19person assigned to that, they did, in fact, render a</p> <p>20decision that I was not paid for the time in December</p> <p>212019 that I worked for Mr. Patel and FSM.</p> <p>22 Q. How long does it take to get an Instagram</p> <p>23verification for an account?</p> <p>24 A. It is not such an easy process. You have to</p> <p>25build a -- basically a resume for the client, contend</p>	<p style="text-align: right;">28</p> <p>1 A. Right.</p> <p>2 Q. You don't have time records. You can't tell</p> <p>3me for certain. You would just be guessing, right?</p> <p>4 A. No. At the minimum, something like that with</p> <p>5the front and back -- you know, back and forth and</p> <p>6preparing some sort of file probably at the minimum</p> <p>7about 10, 15 hours.</p> <p>8 Q. Okay. And then you mentioned that you were</p> <p>9supposed to go on vacation over to Vegas and meet up</p> <p>10with Rahul and some other guys, but it was last minute</p> <p>11so you couldn't do that, right?</p> <p>12 A. Not a vacation. He had requested for me to</p> <p>13come as a business trip and meet with them and --</p> <p>14 Q. But you didn't actually do it, right?</p> <p>15 A. No, because of the last minute notice I</p> <p>16wasn't able to.</p> <p>17 Q. That's fine. But you didn't spend any time</p> <p>18going to Vegas because you never went to Vegas, right?</p> <p>19 A. No. I looked for flights, I looked for</p> <p>20hotels, but I did not go.</p> <p>21 Q. Okay. Who were you trying -- who were you</p> <p>22working on endorsement deals for at the request of</p> <p>23FSM?</p> <p>24 A. Rahul asked me to work on some endorsement</p> <p>25deals were Keldon Johnson. He specifically said that</p>

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<p style="text-align: right;">29</p> <p>1he had Keldon Johnson.</p> <p>2 Q. Okay. So what did you do -- what actual</p> <p>3tasks did you perform in connection with that?</p> <p>4 A. I'm sorry. Can you repeat that?</p> <p>5 Q. What tasks did you actually perform in trying</p> <p>6to fulfill FSM's request about Keldon Johnson?</p> <p>7 A. I contacted several hotel properties in the</p> <p>8San Antonio area because I was instructed by Mr. Patel</p> <p>9to secure a partnership with a local four star or</p> <p>10higher hotel property to accommodate Keldon's family</p> <p>11when they visited the San Antonio area. And my</p> <p>12direction by Mr. -- by Rahul was to find a hotel to</p> <p>13which we could make an arrangement where Keldon would</p> <p>14not pay for any rooms for his family nor would they</p> <p>15pay for any rooms, but there would be a partnership to</p> <p>16where we could make an appearance at the hotel and</p> <p>17promote it on Keldon's social media. So I contacted I</p> <p>18would say probably about 10 to 15 hotels in the San --</p> <p>19greater San Antonio area.</p> <p>20 Q. Okay. And did you -- were you successful in</p> <p>21procuring a deal with one of these hotels?</p> <p>22 A. Yes, I was able to secure a deal with a four</p> <p>23star property in the San Antonio area, and we were</p> <p>24negotiating the deals -- the components of the deal</p> <p>25and they had agreed to, you know, oblige by our</p>	<p style="text-align: right;">31</p> <p>1couldn't hear you. No contract was signed.</p> <p>2 Q. All right. What about this sentence? Do you</p> <p>3see this second sentence in paragraph 11?</p> <p>4 A. Yeah.</p> <p>5 Q. Is that a true and correct statement?</p> <p>6 A. That's correct.</p> <p>7 Q. So you had an employment contract with --</p> <p>8well, let's see if I can find that employment contract</p> <p>9for you. Let me bring this down so I can share it on</p> <p>10the chat first.</p> <p>11 (Exhibit No. 3 marked.)</p> <p>12 Q. (BY MR. BESHARA) I'm show -- what I've got</p> <p>13on the screen is Deposition Exhibit 3. It's titled</p> <p>14Independent Contractor Agreement. Is this the</p> <p>15agreement to which you referenced in paragraph 11 of</p> <p>16Deposition Exhibit 2 where you had an employment</p> <p>17contract that provided that you were hired for a</p> <p>18one-year duration?</p> <p>19 A. Yes.</p> <p>20 Q. All right. And this contract is -- it's</p> <p>21undated, but it says it's between Fundamental Sports</p> <p>22Management, LLC and you; is that correct?</p> <p>23 A. That is correct.</p> <p>24 Q. So will you agree with me that you allege</p> <p>25that your employer was Fundamental Sports Management,</p>
<p style="text-align: right;">30</p> <p>1request for getting rooms in exchange for a</p> <p>2partnership.</p> <p>3 Q. And which property was it that you secured?</p> <p>4 A. I don't remember the name at the time. I</p> <p>5believe -- I don't remember the name. Sorry. I had</p> <p>6contact with so many hotels and it was a little while</p> <p>7ago, but I believe I had sent the information to Rahul</p> <p>8and he knew of the hotel and the arrangement that I</p> <p>9had made and he had been on a call with the hotel if I</p> <p>10remember correctly.</p> <p>11 Q. So was a contract actually signed with the</p> <p>12hotel?</p> <p>13 A. No, because Rahul told me to hold off on it.</p> <p>14He just wanted to see if I was able to secure it</p> <p>15because -- he wasn't very clear about a relationship</p> <p>16with Keldon Johnson. So I think he just wanted to see</p> <p>17if I could secure that arrangement, but he did say to</p> <p>18hold off on it and keep it at bay.</p> <p>19 Q. Okay. So no contract was ever signed?</p> <p>20 A. They sent me the parameters of an agreement</p> <p>21and then I just said, you know, thank you for this,</p> <p>22we'll get back to you when we're ready to proceed.</p> <p>23 Q. Okay. But my question is, to your knowledge,</p> <p>24no contract was ever signed, correct?</p> <p>25 A. No, no contract -- no, signed. I'm sorry. I</p>	<p style="text-align: right;">32</p> <p>1LLC as indicated in Deposition Exhibit 3?</p> <p>2 A. Yes, based on this document.</p> <p>3 Q. Well, is there another -- you told me this</p> <p>4was the contract to which you were referring in</p> <p>5Deposition Exhibit 2.</p> <p>6 A. Right.</p> <p>7 Q. Is that true or not?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. So there's not another employment</p> <p>10contract that I need to go find, right?</p> <p>11 A. No.</p> <p>12 Q. This is the only one, Deposition Exhibit 3 is</p> <p>13your only alleged employment contract, correct?</p> <p>14 A. Yes, yes.</p> <p>15 Q. It shows that you were hired effective</p> <p>16February 1st, 2020. Do you agree with that?</p> <p>17 A. I do not agree I was hired on that. I agree</p> <p>18that --</p> <p>19 Q. Yeah, but hold on. I'm just asking do you</p> <p>20agree that's what it reads. I know we're going to</p> <p>21come back to it.</p> <p>22 A. Yes.</p> <p>23 Q. Because you're going to tell me --</p> <p>24 A. Yes.</p> <p>25 Q. And that's consistent with the first sentence</p>

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<p style="text-align: right;">33</p> <p>1 of paragraph 11 on Deposition Exhibit 2 when you 2 alleged in the petition that you began working for FSM 3 on or about February 1st, 2020, correct? 4 A. On the contract it says that I was hired on 5 February 1st. In the allegation in the lawsuit it 6 says on or about February 1st. 7 Q. Yeah, I get it. I get it, but, I mean, I'm 8 just tracking these two together. They're consistent 9 with each other, your allegation about beginning work 10 on February 1st, 2020 in Deposition Exhibit 2 is 11 consistent with the effective date set forth in 12 Deposition Exhibit 3, correct? 13 A. The allegation is not that I started work on 14 February 1st. It's on or about February 1st so that 15 includes dates prior to that. 16 Q. Sure. And I'm not going to quibble with you 17 about that. 18 A. No problem. 19 Q. I'm just making sure I'm tying your 20 allegations -- 21 A. The same date appears both on the petition as 22 well as the contract, yes. 23 Q. So Deposition Exhibit 2, which contains your 24 petition and the allegations, is consistent with the 25 dates set forth in the independent contractor</p>	<p style="text-align: right;">35</p> <p>1 A. Mr. -- Rahul and Matt. 2 Q. Matt Fossey? 3 A. Yes. 4 Q. And which -- for what matters would you 5 report to Rahul Patel and for which matters would you 6 report to Matt Fossey? 7 A. When I was hired, it was Matt Fossey and 8 Rahul on the call. When it was time for the 9 termination call, they were both on the call and then 10 weekly meetings, whether via Zoom or phone or text 11 message updates they were both on all correspondence. 12 The only difference was mostly phone calls. If it was 13 phone calls, it was just Rahul. 14 Q. All right. But you didn't report to Nicolas 15 LaHood, did you? 16 A. No. 17 Q. Have you ever even met Nicolas LaHood? 18 A. I never met Matt Fossey. So I have not met 19 many of these people. 20 Q. Well, have you spoken with Nicolas LaHood? 21 A. I don't remember if I have or not. 22 Q. You didn't report to Grant Gaines did you? 23 A. I don't remember if I reported to him within 24 this capacity. 25 Q. Well, sure, but I asked you who you reported</p>
<p style="text-align: right;">34</p> <p>1 agreement that's been labeled as Deposition Exhibit 3, 2 right? 3 A. The same date appears on both, correct. 4 Q. And this is the employment contract about 5 which you made complaint in your petition -- 6 A. Yes. 7 Q. -- that's Deposition Exhibit 2? 8 A. Yes. 9 Q. Under this agreement it says that you're 10 referred to as contractor. Do you see that in the 11 title that I've highlighted? 12 A. Yes, that's what I'm referred to as in this 13 contract. 14 Q. So when I read it, I'm not going to say 15 contract, I'm going to say Mr. Zokaei so... 16 A. Well, I appreciate it if you do refer to me, 17 you refer to me as an employee. 18 Q. Well, I'm just going to read to you -- okay. 19 I'm just going to read to you the document. 20 A. No problem. 21 Q. It says, contractor will report directly to 22 Rahul Patel; is that correct? 23 A. That's correct. 24 Q. Is that who you, in fact, reported to on 25 behalf of FSM?</p>	<p style="text-align: right;">36</p> <p>1 to and you told me it was Matt Fossey and Rahul Patel. 2 A. Okay. 3 Q. So you didn't report to Grant Gaines, did 4 you? 5 A. I don't believe I ever reported to him, no. 6 Q. Okay. Did you ever report to ROE-BRG 7 Investments, LLC? No, you didn't, right? 8 A. No. 9 Q. Do you even know who that is? 10 A. No. 11 Q. What is ROE-BRG Investment, LLC's 12 relationship with you? 13 A. I do not -- I'm not familiar with the name of 14 the entity. I just know that it was a name in a 15 lawsuit and was one of the investors of the agency. 16 Q. But you don't claim to have had an employment 17 contract -- which you told me your employment contract 18 is Deposition Exhibit 3, right? 19 A. Yes. 20 Q. That's not with ROE-BRG Investments, LLC, is 21 it? 22 A. No. 23 Q. It's with Fundamental Sports Management, LLC, 24 correct? 25 A. That's correct.</p>

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<p style="text-align: right;">37</p> <p>1 Q. Here we see in paragraph 2 on Deposition 2Exhibit 3, it says that contractor shall be employed 3as a contractor by FSM from February 1st, 2020 for a 4period of one year. Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. Is that where -- is that the basis for your 7allegation of paragraph number 11 of Deposition 8Exhibit 2 when you state that you were hired for a 9one-year duration?</p> <p>10 A. That and also the words that were conveyed to 11me by Rahul Patel.</p> <p>12 Q. Okay. This is your employment contract, is 13it not?</p> <p>14 A. Yes.</p> <p>15 Q. Doesn't this set forth the terms of your 16alleged employment?</p> <p>17 A. Yes.</p> <p>18 Q. And this says that you're hired for a period 19of one year, right?</p> <p>20 A. Correct.</p> <p>21 Q. So you're not telling me that you were 22relying upon conversations that you had with Rahul 23prior to this document being presented, are you? This 24is -- this contains the terms of your agreement, 25doesn't it?</p>	<p style="text-align: right;">39</p> <p>1 Q. And was that change ever made in the document 2represented to you?</p> <p>3 A. Never was represented to me, no.</p> <p>4 Q. And you never signed this agreement, did you?</p> <p>5 A. No.</p> <p>6 Q. And FSM never signed this agreement either, 7did it?</p> <p>8 A. No, they did not.</p> <p>9 Q. All right. Do you agree with me that your 10duties with respect to your alleged employment with 11FSM are contained in paragraph 3 of Deposition Exhibit 12Number 3?</p> <p>13 A. Yes.</p> <p>14 Q. So tell me what you did to comply with your 15obligations under paragraph 3 of Deposition Exhibit 3?</p> <p>16 A. Would it be okay -- okay. So I was -- per 17this contract I was to recruit potential players and I 18did so. I recruited four players.</p> <p>19 Q. Did you sign up any of these players while --</p> <p>20 A. I signed all of them.</p> <p>21 Q. Let me finish. Okay. Did you sign up any of 22these players while you were still associated with 23FSM?</p> <p>24 A. Yes.</p> <p>25 Q. What are the names of those players?</p>
<p style="text-align: right;">38</p> <p>1 A. Rahul never signed this document so most of 2the -- I guess most of the stuff that we had -- 3understanding we had with respect to our employment 4without a signed document was me just trusting him in 5his word.</p> <p>6 Q. Did you sign Deposition Exhibit 3?</p> <p>7 A. I do believe I signed and sent back a copy -- 8excuse me. Strike that. I asked for a minor change 9to that and said I was ready to sign and I never 10received that document back with a change. And also 11the document that I received had some sort of 12watermark on it so I could not sign and submit that 13because Rahul told me to wait for the final document 14to be drawn up.</p> <p>15 Q. So Rahul or someone with FSM presented you 16with Deposition Exhibit Number 3, correct?</p> <p>17 A. Yes.</p> <p>18 Q. You reviewed it and you requested changes be 19made?</p> <p>20 A. I requested a minor change. It was just 21technicality. And then he said, no problem, we'll 22make that change and I'll send it back to you.</p> <p>23 Q. Okay. But you requested a change be made, 24correct?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">40</p> <p>1 A. Kylor Kelly was one.</p> <p>2 Q. Okay.</p> <p>3 A. Leslie Varner was two. Torren Jones was the 4third. And there is a couple of other ones I don't 5remember at that this time.</p> <p>6 Q. Are any of those people still your client?</p> <p>7 A. Yes.</p> <p>8 Q. Who?</p> <p>9 A. Kylor Kelly is my client; Torren Jones is my 10client.</p> <p>11 Q. All right. The process of being an NBA agent 12is probably foreign to most jurors, right. I mean, 13they don't understand really the underbelly of how 14this works. Is there a standard form agency agreement 15that the NBPA promulgates for an agent such as 16yourself to sign along with a client such as Kylor 17Kelly?</p> <p>18 A. Yes.</p> <p>19 Q. And that's called an SPAC?</p> <p>20 A. Correct.</p> <p>21 Q. And that's just the standard form document, 22correct?</p> <p>23 A. Correct.</p> <p>24 Q. Does it set parameters of what the agent's 25compensation will be?</p>

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<p style="text-align: right;">41</p> <p>1 A. Yes, it does.</p> <p>2 Q. Are there -- so are there limits or you can</p> <p>3 charge whatever you want?</p> <p>4 A. No, there are limits.</p> <p>5 Q. And what are those limits?</p> <p>6 A. It's 4 percent commission on all fees, up to</p> <p>7 4 percent that's negotiated between you and the</p> <p>8 client, and 2 percent on a minimum contract, up to 2</p> <p>9 percent negotiated between you and the client. Those</p> <p>10 are the standard thresholds or limits.</p> <p>11 Q. Gotcha. So when you signed up these clients</p> <p>12 while you were still associated with FSM, did you sign</p> <p>13 them up under the flag of Fundamental Sports</p> <p>14 Management, LLC?</p> <p>15 A. Yes.</p> <p>16 Q. Were they listed in the contract?</p> <p>17 A. Yes. As I was instructed to, yes.</p> <p>18 Q. All right. And you say these people are</p> <p>19 still your clients. So I'm assuming that when you</p> <p>20 were no longer associated with FSM, you took those</p> <p>21 clients with you when you left; is that right?</p> <p>22 A. I was told to take them with me, yes.</p> <p>23 Q. Even better. So FSM didn't try to keep any</p> <p>24 of the people you signed up, they just let you leave</p> <p>25 and take whoever it was that you came to them with and</p>	<p style="text-align: right;">43</p> <p>1 compensated up to \$5,000 in expenses per month.</p> <p>2 Q. So expense reimbursements?</p> <p>3 A. Correct.</p> <p>4 Q. So it's not compensation, it's reimbursement</p> <p>5 for expenses actually incurred, right?</p> <p>6 A. Correct.</p> <p>7 Q. And how were you supposed to document those</p> <p>8 expenses in order to be entitled to reimbursement?</p> <p>9 A. I was to give a -- fill out a form, an</p> <p>10 expense report, submit, and receive payment,</p> <p>11 reimbursement.</p> <p>12 Q. Did you have to provide receipts or</p> <p>13 documentation to support the charges?</p> <p>14 A. Yes, yes.</p> <p>15 Q. All right. And we're back to Deposition</p> <p>16 Exhibit 3 and paragraph 4 states that you would be</p> <p>17 paid \$150,000 annually, which is \$12,500 per month,</p> <p>18 correct?</p> <p>19 A. You got cut off at the end.</p> <p>20 Q. I said 12,500 a month --</p> <p>21 A. Yes.</p> <p>22 Q. -- is 150,000 annually, right?</p> <p>23 A. Yes.</p> <p>24 Q. So, again, we see paragraph 4 of Deposition</p> <p>25 Exhibit 3 is consistent with what you've stated in</p>
<p style="text-align: right;">42</p> <p>1 who you signed up during your period of association</p> <p>2 with FSM, correct?</p> <p>3 A. Correct.</p> <p>4 Q. What was your compensation supposed to be</p> <p>5 from FSM?</p> <p>6 A. For my employment?</p> <p>7 Q. Well, you say it's employment. I say it's</p> <p>8 for contracting. We know there is a dispute there so</p> <p>9 I don't know how you describe it, but what were you</p> <p>10 supposed to get paid?</p> <p>11 A. Mr. Beshara, there is no dispute. I take</p> <p>12 exception to the fact that you referred to me as a</p> <p>13 contractor when the Texas Workforce Commission, which</p> <p>14 is a government agency, has already ruled that I am</p> <p>15 considered and was considered an employee of FSM. If</p> <p>16 you don't have record of that documentation or that</p> <p>17 verdict, I will be happy to have my counsel forward</p> <p>18 that to you, but I do believe that you have received</p> <p>19 that document and reviewed it.</p> <p>20 Q. Answer the question.</p> <p>21 A. Right. You said something?</p> <p>22 Q. I'm not here to argue legal points. I'm</p> <p>23 asking how much you were to be paid. I don't care</p> <p>24 what you --</p> <p>25 A. I was paid \$12,500 a month and I was to be</p>	<p style="text-align: right;">44</p> <p>1 your petition, which is attached as Deposition Exhibit</p> <p>2 22 and what you're testifying to me today, right?</p> <p>3 A. Correct.</p> <p>4 Q. What does it mean when there is a reference</p> <p>5 to a current pipeline?</p> <p>6 MR. MURPHY: I'm sorry. A current what,</p> <p>7 Luke?</p> <p>8 MR. BESHARA: Pipeline.</p> <p>9 MR. MURPHY: Oh.</p> <p>10 Q. (BY MR. BESHARA) It's up here. I'll just</p> <p>11 highlight it. Do you see it?</p> <p>12 MR. MURPHY: Okay.</p> <p>13 Q. (BY MR. BESHARA) What does that mean, Mr.</p> <p>14 Zokaei?</p> <p>15 A. Prospects that you either have relationships</p> <p>16 with that are not signed by you at the time or</p> <p>17 prospects that you're interested in recruiting that</p> <p>18 you have not currently signed as representation for at</p> <p>19 this time or at the time.</p> <p>20 Q. Were you interested in signing LeBron James?</p> <p>21 A. Yes.</p> <p>22 Q. Was he in your pipeline?</p> <p>23 A. He's not.</p> <p>24 Q. Okay. So I need some better description</p> <p>25 other than you're interested in signing a person</p>

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<p style="text-align: right;">45</p> <p>1 because I imagine you're interested in signing every 2 NBA player?</p> <p>3 A. I repeat myself again. Players that you have 4 a relationship with or players that you have a 5 relationship with some parties that are associated 6 with them or you have some sort of rapport with them 7 or parties that they're affiliated with.</p> <p>8 Q. Okay. So when you signed up these clients 9 and you used an SPAC standard agent form promulgated 10 by the NBPA --</p> <p>11 A. Uh-huh.</p> <p>12 Q. -- Fundamental Sports Management, LLC was 13 listed as the agent, right? You were the agent in 14 charge, but the company is Fundamental Sports 15 Management, LLC, correct?</p> <p>16 A. Yes.</p> <p>17 Q. How was FSM supposed to make money from you 18 signing up clients and doing what you do?</p> <p>19 A. Any new clients that I would bring to the 20 table, they were entitled to a percentage of any 21 basketball or endorsement deals that the client was 22 able to secure.</p> <p>23 Q. For new clients?</p> <p>24 A. Yes.</p> <p>25 Q. If you look on Deposition Exhibit 3 under</p>	<p style="text-align: right;">47</p> <p>1 agree it?</p> <p>2 A. Got it. Got it. Seems like, yeah, that's 3 what it says.</p> <p>4 Q. I think maybe you're looking at it and you 5 thought you weren't going to get any money of this 6 deal on your current clients or the ones in your 7 pipeline. I read it that you get everything after you 8 pay FSM back. Is that consistent with what --</p> <p>9 A. I believe the way it was written it was a 10 little bit open to interpretation.</p> <p>11 Q. Well, let's ask you, though. Is that 12 consistent with what you thought how I just described 13 it, that for your current client and those in the 14 pipeline, all you have to do is reimburse FSM for the 15 money it advanced you for the expenses and your 16 distribution on a monthly basis and then after that 17 you kept the rest?</p> <p>18 A. That's what it says here, but I don't 19 remember if that was in the original agreement that 20 was sent to me.</p> <p>21 Q. Well, I mean, you didn't think that FSM was 22 going to give you money -- advance you money every 23 month and give you an expense allowance and not be 24 able to recover any of it, did you?</p> <p>25 A. I knew that they were going to be able to</p>
<p style="text-align: right;">46</p> <p>1 paragraph 4, I see that any NBA SPAC contractor 2 currently has under contract or is in the current 3 pipeline, it says FSM is to receive 100 percent return 4 on all compensation paid to contractor and any and all 5 expenses paid on contractor's behalf. Do you agree 6 with that?</p> <p>7 A. I don't know if that was in the original 8 agreement that was sent to me.</p> <p>9 Q. Well, what was the minor change that you 10 requested?</p> <p>11 A. I don't remember. I don't remember. It was 12 very minor. It might even been a spelling of 13 something or whatnot. I don't remember, but this 14 looks like a pretty material change.</p> <p>15 Q. You think this is material. You don't think 16 this was included in what was sent to you?</p> <p>17 A. I don't -- it's been a while so I don't 18 remember, but I don't believe this was a part of it.</p> <p>19 Q. Okay. Well, the way I read this is basically 20 FSM is going to be paying you \$12,500 a month and 21 giving you an expense allowance?</p> <p>22 A. Uh-huh.</p> <p>23 Q. But whenever you get paid from your current 24 clients you have to pay FSM back for what they 25 basically advanced you on those contracts. Do you</p>	<p style="text-align: right;">48</p> <p>1 recover it from potential commissions on deals that I 2 was able to work out.</p> <p>3 Q. Okay. What about this next bullet point? 4 Did you agree to that term?</p> <p>5 A. I did not agree to it at that time and I 6 don't remember this being in there because I had some 7 clients that I had maintained for a little bit. And 8 we came to some sort of understanding that not all 9 those clients would FSM be entitled to compensation 10 for because they preceded my employment with them. So 11 I don't know if this was changed since it was first 12 presented to me.</p> <p>13 Q. Okay. We'll come down and see what Exhibit A 14 is in a minute. What about with respect to future 15 contracts? Do you agree that FSM would receive 75 16 percent of the compensation due and owing under any 17 contract you negotiated and secured while you were 18 associated with FSM?</p> <p>19 A. I don't remember those being the numbers that 20 we were agreeing to.</p> <p>21 Q. Okay. What do you remember the numbers 22 being?</p> <p>23 A. I believe that it was closer to about a split 24 on that.</p> <p>25 Q. Like a 50/50?</p>

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<p style="text-align: right;">49</p> <p>1 A. Yes.</p> <p>2 Q. Okay. What about this part, contractor</p> <p>3 receives 25 percent of the compensation? I guess</p> <p>4 that's just the flip side?</p> <p>5 A. Yes.</p> <p>6 Q. What about this, what about this in addition</p> <p>7 750,000 of which 10,000 was advanced on December 17th,</p> <p>8 2019 and secured by a promissory note shall be</p> <p>9 advanced after the execution of all agreements. It</p> <p>10 says, signing advance will be paid back at 0 percent</p> <p>11 interest for 12 months after which such remaining</p> <p>12 signing advance that has not been repaid shall accrue</p> <p>13 interest at 8 percent per annum. And it mentions</p> <p>14 there will be a second promissory note for the</p> <p>15 remaining 40,000. Do you remember discussions about</p> <p>16 that?</p> <p>17 A. Yes, I do.</p> <p>18 Q. Okay.</p> <p>19 THE WITNESS: We are approaching about an</p> <p>20 hour. Would it be okay if I requested a break?</p> <p>21 MR. BESHARA: Yeah, that's fine. We're</p> <p>22 at kind of a stopping point anyway. We'll come back</p> <p>23 and talk about those.</p> <p>24 THE WITNESS: Okay. How long of a break?</p> <p>25 MR. BESHARA: How long do you need?</p>	<p style="text-align: right;">51</p> <p>1 having been advanced on December 17th, 2019, right?</p> <p>2 A. Yes.</p> <p>3 Q. You admit that you received that \$10,000,</p> <p>4 correct?</p> <p>5 A. Correct.</p> <p>6 Q. And by this promissory note, you promised to</p> <p>7 repay Rahul B. Patel individually and Fundamental</p> <p>8 Sports Management, LLC \$10,000. And it says the</p> <p>9 maturity date is December 31st, 2020. Do you see</p> <p>10 that?</p> <p>11 A. Yes.</p> <p>12 Q. Are these your initials here on the bottom of</p> <p>13 the first page?</p> <p>14 A. Yes.</p> <p>15 Q. And did you, in fact, cause those initials to</p> <p>16 be made on that page?</p> <p>17 A. Yes.</p> <p>18 Q. Is this your signature on the bottom of the</p> <p>19 second page?</p> <p>20 A. Yes.</p> <p>21 Q. And did you, in fact, cause your signature to</p> <p>22 be affixed to the bottom of the second page of</p> <p>23 Deposition Exhibit 4?</p> <p>24 A. Yes.</p> <p>25 Q. As we sit here today, I guess it's August</p>
<p style="text-align: right;">50</p> <p>1 THE WITNESS: If you give me about five</p> <p>2 minutes.</p> <p>3 MR. BESHARA: That's fine. It's 2:30.</p> <p>4 Let's plan on being back at 2:35.</p> <p>5 THE WITNESS: Okay.</p> <p>6 THE VIDEOGRAPHER: We're off the record.</p> <p>7 The time is 12:30.</p> <p>8 (Recess 12:30 to 12:36.)</p> <p>9 THE VIDEOGRAPHER: We're back on the</p> <p>10 record. The time is 12:36.</p> <p>11 (Exhibit No. 4 marked.)</p> <p>12 Q. (BY MR. BESHARA) Mr. Zokaei, where we left</p> <p>13 off we were discussing in Deposition Exhibit 3 some</p> <p>14 references to promissory notes. And I'm going to show</p> <p>15 you what I'm marking as Deposition Exhibit 4. Can you</p> <p>16 see that?</p> <p>17 A. Yes.</p> <p>18 Q. Do you recognize this promissory note?</p> <p>19 A. Yes.</p> <p>20 Q. For the amount of \$10,000, correct?</p> <p>21 A. Correct.</p> <p>22 Q. It's dated December 17th, 2019, correct?</p> <p>23 A. That's correct.</p> <p>24 Q. And that's consistent with the reference in</p> <p>25 Deposition Exhibit 3 where there is mention of 10,000</p>	<p style="text-align: right;">52</p> <p>13rd, 2021, you did not pay \$10,000 back to Rahul Patel</p> <p>2 or Fundamental Sports Management, did you?</p> <p>3 A. No.</p> <p>4 Q. Show you what I'm marking as Deposition</p> <p>5 Exhibit 5.</p> <p>6 (Exhibit No. 5 marked.)</p> <p>7 Q. (BY MR. BESHARA) Deposition Exhibit 5 is</p> <p>8 another promissory note, correct?</p> <p>9 A. Correct.</p> <p>10 Q. You were the maker of the note, correct?</p> <p>11 A. What does that mean?</p> <p>12 Q. That means you were the one promising to</p> <p>13 repay \$40,000, correct?</p> <p>14 A. Yes, yes.</p> <p>15 Q. You promised to repay Rahul B. Patel</p> <p>16 individually and Fundamental Sports Management,</p> <p>17 correct?</p> <p>18 A. Correct.</p> <p>19 Q. The amount of the note was \$40,000, correct?</p> <p>20 A. Yes.</p> <p>21 Q. The maturity date was December 31st, 2020,</p> <p>22 correct?</p> <p>23 A. Yes.</p> <p>24 Q. Your initials appear on the bottom of the</p> <p>25 first page of Deposition Exhibit 5?</p>

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<p style="text-align: right;">53</p> <p>1 A. Yes.</p> <p>2 Q. Did you cause those initials to be affixed on</p> <p>3 the bottom of the first page?</p> <p>4 A. Yes.</p> <p>5 Q. Is this your signature that appears on the</p> <p>6 bottom of the second page of Deposition Exhibit 5?</p> <p>7 A. Yes.</p> <p>8 Q. Did you cause your signature to be affixed to</p> <p>9 this document?</p> <p>10 A. Yes.</p> <p>11 Q. And the promissory notes that we marked as</p> <p>12 Deposition Exhibit 4 and Deposition Exhibit 5, you</p> <p>13 signed both of those and delivered them back to FSM</p> <p>14 and Rahul Patel, didn't you?</p> <p>15 A. Yes.</p> <p>16 Q. And FSM and Rahul Patel did, in fact, send</p> <p>17 you a total of \$10,000 initially and then an</p> <p>18 additional \$40,000, correct?</p> <p>19 A. Yes.</p> <p>20 Q. And you received that, right?</p> <p>21 A. Yes.</p> <p>22 Q. And like the \$10,000 note, you have not</p> <p>23 repaid the \$40,000 note either, have you?</p> <p>24 A. No, I have not.</p> <p>25 Q. You have made zero payments on either of</p>	<p style="text-align: right;">55</p> <p>1 Q. Well, we're going to go through each of</p> <p>2 these.</p> <p>3 A. No problem.</p> <p>4 Q. Deposition Exhibit 6, the bottom of the first</p> <p>5 page, are those your initials?</p> <p>6 A. Yes.</p> <p>7 Q. Did you cause your initials to be affixed</p> <p>8 there?</p> <p>9 A. Yes.</p> <p>10 Q. Bottom of page 2, are those your initials?</p> <p>11 A. Yes.</p> <p>12 Q. Did you cause your initials to be affixed</p> <p>13 there?</p> <p>14 A. Yes.</p> <p>15 Q. Page 3, there is a signature that purports to</p> <p>16 be that of you. Did you cause that signature to be</p> <p>17 affixed there?</p> <p>18 A. Yes.</p> <p>19 Q. That's, in fact, your signature, isn't it?</p> <p>20 A. That is my signature, yes.</p> <p>21 Q. This agreement indicates that it is between</p> <p>22 Fundamental Sports Management -- do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. -- and any and all entities associated with</p> <p>25 or affiliated with you, right? Well, you individually</p>
<p style="text-align: right;">54</p> <p>1 these notes, have you?</p> <p>2 A. That's what I said, yes.</p> <p>3 Q. Bear with me one second. I'm going to do</p> <p>4 some quick housekeeping, okay.</p> <p>5 (Exhibit No. 6 marked.)</p> <p>6 Q. (BY MR. BESHARA) All right. I have shared</p> <p>7 Deposition Exhibit 6 on the chat and I'm going to</p> <p>8 share it on the screen. Now, are you able to see</p> <p>9 Deposition Exhibit 6, Mr. Zokaei? Can you see that?</p> <p>10 Mr. Zokaei, can you see the document that I've shared?</p> <p>11 A. Yes.</p> <p>12 Q. All right. This document that I've labeled</p> <p>13 as Deposition Number 6 is titled Confidentiality and</p> <p>14 Nondisclosure Agreement. Do you recognize this</p> <p>15 document?</p> <p>16 A. I'm looking over it right now.</p> <p>17 Q. If you want to see the whole thing, go to the</p> <p>18 chat function.</p> <p>19 A. I see it, yeah.</p> <p>20 Q. And just click on it and then you can pull it</p> <p>21 up. That way I don't have to scroll for you.</p> <p>22 A. Yes, I see it.</p> <p>23 Q. Do you recognize this document?</p> <p>24 A. I don't recognize this document. I just see</p> <p>25 my signature on the bottom, but I don't remember this.</p>	<p style="text-align: right;">56</p> <p>1 and any entities associated with you. Do you see</p> <p>2 that?</p> <p>3 A. Yes.</p> <p>4 Q. You don't dispute that you executed and</p> <p>5 delivered this Confidentiality and Nondisclosure</p> <p>6 Agreement to Fundamental Sports Management, do you?</p> <p>7 A. I do see my signatures on there. I just</p> <p>8 don't remember this document. It's been two years.</p> <p>9 Q. I know, but I'm saying you don't have any</p> <p>10 reason to dispute -- the signatures appear to be your</p> <p>11 signature, right?</p> <p>12 A. Yes, correct.</p> <p>13 Q. It's just a function where you may not recall</p> <p>14 this, but it's just due to the passage of time,</p> <p>15 correct?</p> <p>16 A. Yes.</p> <p>17 Q. You are not disputing that you, in fact,</p> <p>18 signed and delivered this document to Fundamental</p> <p>19 Sports Management, are you?</p> <p>20 A. No.</p> <p>21 Q. And do you -- I'm not going to ask you a lot</p> <p>22 of questions because you don't remember it, but do you</p> <p>23 generally know what a Confidentiality and</p> <p>24 Nondisclosure Agreement, sometimes referred to as an</p> <p>25 NDA, do you know what those are?</p>

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<p style="text-align: right;">57</p> <p>1 A. Yes.</p> <p>2 Q. You have seen those before in your business,</p> <p>3 right?</p> <p>4 A. Yes.</p> <p>5 Q. What are they generally designed to do?</p> <p>6 A. Just protect both parties from any</p> <p>7 information getting out with regard to the nuances of</p> <p>8 an agreement.</p> <p>9 Q. Okay. And it contemplates that there is</p> <p>10 going to be some confidential information that may be</p> <p>11 exchanged between you and FSM, correct?</p> <p>12 A. Yes.</p> <p>13 Q. You're described as Zokaei and a recipient.</p> <p>14 Basically it says any information that you get from</p> <p>15 FSM or FSM gets from you, you guys aren't going to</p> <p>16 share it with other people, right?</p> <p>17 A. Correct.</p> <p>18 Q. Do you remember negotiating with FSM for this</p> <p>19 paragraph 7? That looks like something you would have</p> <p>20 requested.</p> <p>21 A. I don't remember that.</p> <p>22 Q. Did you ever ask FSM not to solicit players</p> <p>23 on your client list?</p> <p>24 A. I don't remember.</p> <p>25 Q. Do you remember in paragraph 8 where the</p>	<p style="text-align: right;">59</p> <p>1 A. That's correct. The one you have on the</p> <p>2 screen.</p> <p>3 Q. Okay. Now, this is -- what I marked as</p> <p>4 Deposition Exhibit 7, it's titled Wage Claim. It has</p> <p>5 information that has been completed in response to</p> <p>6 certain questions. It's a total of three pages. It</p> <p>7 bears an electronic signature. Did you cause that</p> <p>8 electronic signature to be made on Deposition Exhibit</p> <p>9 7 on page 2?</p> <p>10 A. Yes.</p> <p>11 Q. Is your address 11868 Southwest Barcelona</p> <p>12 Street, Wilsonville, Oregon 97070?</p> <p>13 A. Yes.</p> <p>14 Q. Is that in Clackamas County, Oregon?</p> <p>15 A. Yes.</p> <p>16 Q. Do you agree that you signed this document on</p> <p>17 September 14th, 2020?</p> <p>18 A. Yes.</p> <p>19 Q. Did you make this wage claim under penalty of</p> <p>20 perjury?</p> <p>21 A. Yes, I did.</p> <p>22 Q. Did you swear that all of the statements you</p> <p>23 made in this document were true and correct?</p> <p>24 A. Yes.</p> <p>25 Q. Were they all, in fact, true and correct?</p>
<p style="text-align: right;">58</p> <p>1 nondisclosure extends for a period of three years</p> <p>2 after the termination of the agreement?</p> <p>3 A. I honestly don't remember this document nor</p> <p>4 any of the components of it just, again, because of</p> <p>5 the passage of time.</p> <p>6 Q. I gotcha. Have you complied and if you don't</p> <p>7 know, tell me that because I know you're just now</p> <p>8 looking at this. Do you know if you complied with</p> <p>9 your obligations under this agreement?</p> <p>10 A. I have not read the whole thing nor have I</p> <p>11 scrutinized it to see what the elements are so I do</p> <p>12 not know.</p> <p>13 Q. All right. Well, now you have it. You have</p> <p>14 got a copy. You can look at it later.</p> <p>15 (Exhibit No. 7 marked.)</p> <p>16 Q. Okay. I have shared what I marked as</p> <p>17 Deposition Exhibit 6 for those interested and I will</p> <p>18 share the screen.</p> <p>19 THE REPORTER: Luke, this will be 7.</p> <p>20 MR. BESHARA: Yes. Sorry if I misspoke.</p> <p>21 7 is what I marked it.</p> <p>22 Q. (BY MR. BESHARA) Mr. Zokaei, you mentioned</p> <p>23 earlier in your testimony that you made a wage claim</p> <p>24 with the Texas Workforce Commission. Is that -- did I</p> <p>25 recall that correctly?</p>	<p style="text-align: right;">60</p> <p>1 A. I'm sorry?</p> <p>2 Q. Were all of the statements contained in the</p> <p>3 wage claim that's been marked as Deposition Exhibit 7</p> <p>4 in fact true and correct as you swore under penalty of</p> <p>5 perjury?</p> <p>6 A. Yes.</p> <p>7 Q. Is it true that when you worked -- when you</p> <p>8 were associated with FSM that you were an agent and</p> <p>9 client recruiter as you indicated on page 1 of</p> <p>10 Deposition Exhibit 7?</p> <p>11 A. Yes.</p> <p>12 Q. Is it true that you began your alleged</p> <p>13 employment on January 1st -- or January 22nd, 2020?</p> <p>14 A. That's what it says, yes.</p> <p>15 Q. Is that true and correct?</p> <p>16 A. Based on the finding of the TWC that is not</p> <p>17 true as we discussed prior, but at the time that I</p> <p>18 made my claim, yes, I was under the impression that I</p> <p>19 actually had started work.</p> <p>20 Q. Okay. Well, what did you do on January 22nd,</p> <p>21 2020 that caused you to believe that was the date you</p> <p>22 first began working at FSM?</p> <p>23 A. I believe I received my first paycheck.</p> <p>24 Q. Okay. How often were you paid?</p> <p>25 A. Every two weeks.</p>

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<p style="text-align: right;">61</p> <p>1 Q. Did you receive an actual check or was it a 2 direct deposit?</p> <p>3 A. A direct deposit.</p> <p>4 Q. And was the amount of the direct deposit -- 5 how much was each direct deposit?</p> <p>6 A. Roughly \$6,250.</p> <p>7 Q. And no payroll taxes or Medicaid or FICA were 8 withheld from that \$6,250, was it?</p> <p>9 A. No.</p> <p>10 Q. Is it in fact true that you were terminated 11 on April 20th, 2020?</p> <p>12 A. Yes.</p> <p>13 Q. Is it true that you were terminated by 14 Mr. Rahul Patel without cause?</p> <p>15 A. Correct.</p> <p>16 Q. Did Rahul Patel provide any explanation at 17 the time that he terminated your association with FSM?</p> <p>18 A. Rahul Patel and Matt Fossey provided an 19 explanation on the phone.</p> <p>20 Q. Okay. What was the explanation that was 21 provided?</p> <p>22 A. They said that at the time there was a lack 23 of chemistry between myself and some of the members of 24 the FSM team.</p> <p>25 Q. Did they mention what members of the FSM team</p>	<p style="text-align: right;">63</p> <p>1 They told me that I was responsible for bringing in 2 all the new clients to FSM, that I was the only one 3 that I had brought in new clients to FSM during the 4 month -- during the time of my employment and that 5 they were very happy with my performance.</p> <p>6 Q. That's the most peculiar termination call 7 I've ever heard. Are you sure there wasn't anything 8 else discussed about why you were being terminated? I 9 mean, I hear these glowing accolades and that just 10 doesn't make any sense. So was there any criticism 11 that was provided during this phone call that would --</p> <p>12 A. No.</p> <p>13 Q. -- corroborate the circumstances and the 14 purpose of the call, which was to terminate you?</p> <p>15 A. No. They said that it was just a lack of 16 integration with the group at FSM at the time and at 17 the time, it was not a good fit, but that they would 18 not dismiss the potential for us to work together in 19 the future.</p> <p>20 Q. Okay. Anything else during this 20-, 21 25-minute phone call?</p> <p>22 A. Yeah, from what I recall, that was pretty 23 much it.</p> <p>24 Q. So no criticism other than the lack of 25 chemistry?</p>
<p style="text-align: right;">62</p> <p>1 that you lacked chemistry with?</p> <p>2 A. No.</p> <p>3 Q. Did you ask?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And they refused to tell you?</p> <p>6 A. They just said they didn't want to get into 7 that. They had a phone call.</p> <p>8 Q. Okay. What other explanation was provided to 9 you?</p> <p>10 A. That was the only explanation provided to me.</p> <p>11 Q. How long did this phone call last?</p> <p>12 A. Roughly about maybe 20, 25 minutes.</p> <p>13 Q. It took 20 to 25 minutes to tell you you were 14 terminated because there was a lack of chemistry? I 15 just finished that in 20 seconds.</p> <p>16 A. That was one of the components of the 17 conversation.</p> <p>18 Q. So tell me the rest of it. Much more was 19 discussed than what you told me if it's a 25-minute 20 phone call.</p> <p>21 A. Sure. They told me that I was good at my 22 job. They told me that they could tell I had a good 23 track record. They told me that I knew what I was 24 doing. They told me that there was potential for them 25 to rehire me in the future or for us to work together.</p>	<p style="text-align: right;">64</p> <p>1 A. No, and that's why I kept on asking, I said 2 can you tell me why -- you know, is there a reason why 3 you're terminating me? And they said, no, no real 4 reason. Just the fact that, you know, the main reason 5 is there was a lack of chemistry, you know, with you 6 and our team. And, you know, at the time, they didn't 7 see a good fit, but they were confident that based on 8 my skills and my track record and my experience and 9 obviously that I was good at my job, quote, you know, 10 and I had a good track record -- those were two -- 11 there was a potential for us to work together again.</p> <p>12 Q. But no other criticism besides lack of 13 chemistry?</p> <p>14 A. No, no.</p> <p>15 Q. So were you blindsided and confused why you 16 were being terminated?</p> <p>17 A. Yes, I was.</p> <p>18 Q. Because they were giving glowing reviews and 19 accolades on your performance while they were 20 terminating you?</p> <p>21 A. As well as telling me that there was 22 potential for us to work together in the future, but 23 just not at the time.</p> <p>24 Q. All right. Let's come on back to Exhibit 7. 25 You agree that you were paid on the 1st and 15th of</p>

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<p style="text-align: right;">65</p> <p>1 every month?</p> <p>2 A. No, because -- yes, I was paid on the 1st and</p> <p>3 15th of every month with the exception of my first two</p> <p>4 pay sequences. As I mentioned, the first one was</p> <p>5 January 22nd. Subsequent to that there was another</p> <p>6 payment made within a few days.</p> <p>7 Q. For how much?</p> <p>8 A. Another \$6,250 was before the end of the</p> <p>9 month, so within about a week.</p> <p>10 Q. So you received \$12,500 basically for work</p> <p>11 done in January?</p> <p>12 A. At that time, my assumption was that prior</p> <p>13 work. I wasn't sure what month it was for. There was</p> <p>14 no pay stubs or transaction reports or anything.</p> <p>15 Q. You weren't on -- you weren't on a company</p> <p>16 payroll as an employee, you were being treated as an</p> <p>17 independent contractor by FSM, correct?</p> <p>18 A. I was being treated as an employee.</p> <p>19 Q. Okay. And you say that despite the fact the</p> <p>20 relevant document -- the relevant document that you</p> <p>21 tell me forms the basis of your association with FSM,</p> <p>22 which is Deposition Exhibit 3, is titled Independent</p> <p>23 Contractor Agreement?</p> <p>24 A. Correct. That is the document.</p> <p>25 Q. You still thought you were an employee even</p>	<p style="text-align: right;">67</p> <p>1 to that, didn't you?</p> <p>2 A. Luke, we did not sign a contract.</p> <p>3 MR. MURPHY: Objection, mischaracterizes</p> <p>4 his testimony.</p> <p>5 Q. (BY MR. BESHARA) I'm sorry, guys. I don't</p> <p>6 mean to. But you didn't ask that that be changed, did</p> <p>7 you? You didn't ask paragraph 7 to be modified, did</p> <p>8 you?</p> <p>9 A. I did, again, request the modification. I</p> <p>10 don't remember if that was it.</p> <p>11 Q. You told me it was something minor like a</p> <p>12 typo?</p> <p>13 A. Yeah, so...</p> <p>14 Q. So are you telling me that you requested this</p> <p>15 document be changed to omit paragraph 7 and to change</p> <p>16 the title of the document from independent contractor</p> <p>17 agreement to employment agreement?</p> <p>18 A. I did not ask for that agreement to be</p> <p>19 changed.</p> <p>20 Q. You understood from the outset that the</p> <p>21 intention of FSM and your intention was to be hired as</p> <p>22 an independent contractor, didn't you?</p> <p>23 A. I believe --</p> <p>24 MR. MURPHY: Objection, calls for a legal</p> <p>25 conclusion or legal analysis on the part of</p>
<p style="text-align: right;">66</p> <p>1 though you signed an agreement saying you are an</p> <p>2 independent contractor?</p> <p>3 A. Luke, we never signed an agreement as you are</p> <p>4 well aware.</p> <p>5 Q. Oh, excuse me. But you -- well, actually we</p> <p>6 don't even know because you told me this document has</p> <p>7 changes -- has items in here that are different than</p> <p>8 what you agreed to, right?</p> <p>9 A. Seems to me it does, but it does not change</p> <p>10 the fact that I didn't sign this document nor any</p> <p>11 other document.</p> <p>12 Q. I'm with you, but you've already told me you</p> <p>13 didn't agree to these terms in paragraph 4, right?</p> <p>14 A. I said I don't recall that those are the</p> <p>15 terms.</p> <p>16 Q. Okay. Do you recall paragraph 7? Do you</p> <p>17 recall reading that?</p> <p>18 A. Correct.</p> <p>19 Q. And why don't you read that for me so the</p> <p>20 jury can hear what you read at the time you saw this</p> <p>21 document?</p> <p>22 A. Parties agree that this agreement does not</p> <p>23 create an employee/company relationship and contractor</p> <p>24 will remain an independent contractor.</p> <p>25 Q. You signed that and you understood you agreed</p>	<p style="text-align: right;">68</p> <p>1 Mr. Zokaei, but you may answer the question,</p> <p>2 Mr. Zokaei.</p> <p>3 A. I believe that was maybe the intent.</p> <p>4 Q. (BY MR. BESHARA) Yeah. I mean, otherwise we</p> <p>5 would have titled the document something different,</p> <p>6 wouldn't we?</p> <p>7 A. Perhaps the intent was there, but the</p> <p>8 relationship changed.</p> <p>9 Q. You're not telling me that you negotiated</p> <p>10 this agreement with FSM while lying to them and</p> <p>11 pretending, saying it was an independent contractor</p> <p>12 agreement and agreeing that you were an independent</p> <p>13 contractor while at the same time secretly believing</p> <p>14 you were an employee, are you?</p> <p>15 MR. MURPHY: Objection, mischaracterizes</p> <p>16 his testimony, but you can go ahead and answer,</p> <p>17 Mr. Zokaei.</p> <p>18 A. No, Mr. Beshara, I was not secretly in belief</p> <p>19 that this was an employee contract, but based on the</p> <p>20 circumstances, the obligations as well as the verdict</p> <p>21 handed down by the Texas Workforce Commission, later</p> <p>22 on subsequent to this agreement being presented to me,</p> <p>23 I, not myself and nor Mr. Patel, but an actual</p> <p>24 independent agency, ruled that I was an employee of</p> <p>25 FSM and not an independent contractor.</p>

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<p style="text-align: right;">69</p> <p>1 Q. (BY MR. BESHARA) Okay. But it was not 2 your -- you did not have a secret intent to be 3 characterized and classified as an employee as opposed 4 to an independent contractor at the time when you were 5 associated with FSM, correct? Did you hear me? 6 A. With all due respect, I answered you. Again, 7 I did not secretly believe that I was an employee at 8 that time. 9 Q. So it was your intent -- and I know these 10 questions sound similar, but they're a little bit 11 different so bear with me. 12 A. Sure. 13 Q. So was your intent at the outset prior to the 14 relationship with FSM and during the course of the 15 relationship with FSM that you would be an independent 16 contractor? That was your intent, wasn't it? 17 MR. MURPHY: Objection, form. 18 A. At the outset -- 19 THE WITNESS: Go ahead. 20 MR. MURPHY: I was going to object to the 21 form of the question in that it's compound, but go 22 ahead and answer. 23 A. At the outset of my relationship with FSM, 24 this is how it was presented to me. As the 25 relationship went on, I do believe it evolved into an</p>	<p style="text-align: right;">71</p> <p>1 Q. You didn't have that discussion, did you? 2 A. I don't remember if we had that discussion or 3 not. 4 Q. Did you agree to the terms of paragraph 8, 5 confidentiality? 6 A. I don't know if this was changed from the 7 initial draft of the agreement that we have so I 8 cannot say. 9 Q. Did you agree to a form of confidentiality in 10 the independent contractor agreement? 11 A. I don't remember if this was the same clause 12 that was in the original. 13 Q. Did you agree to any form of confidentiality 14 when FSM hired you? 15 A. I don't recall. 16 Q. Okay. And you, of course, don't recall 17 Deposition Exhibit 6, that you admit you signed and 18 delivered, that contains the exact same 19 confidentiality, right? Are you telling the jury you 20 don't know you had an obligation of confidentiality 21 with respect to FSM? 22 MR. BESHARA: He's frozen or something. 23 A. Oh, sorry. I lost you. 24 Q. (BY MR. BESHARA) Yeah, that's fine. Are you 25 telling me that -- are you telling the jury you had no</p>
<p style="text-align: right;">70</p> <p>1 employee/employer relationship. 2 Q. (BY MR. BESHARA) Well, how so? 3 A. I was given tasks to perform from Patel. I 4 was asked to fly out to his offices and meet with the 5 staff. I was given an e-mail address that I had to 6 use. I was given the title of vice president. I was 7 given forms by them to use. I was given a business 8 card and I was to -- I was supposed to work under 9 their guidance and their direction. There was not a 10 lot of room there what I wanted to do, specifically 11 running it by or getting direction by FSM and I 12 answered to them. And weekly meetings, there was 13 weekly meetings that I had to attend virtually. There 14 was updates that I had to provide, written updates 15 that I had to provide, reports that I was supposed to 16 provide. These were just several stipulations, a few 17 of the several stipulations which I had to abide by. 18 Q. Did you ever approach FSM and say, hey, I 19 know that you presented me with the independent 20 contractor agreement -- this one that's been marked as 21 Deposition Exhibit 3 -- but I feel like the 22 relationship has evolved into an employee 23 relationship, can we get a new contract? 24 A. I don't remember. I don't remember if we had 25 that discussion or not.</p>	<p style="text-align: right;">72</p> <p>1 idea you had an obligation of confidentiality that you 2 ran in favor of FSM? 3 A. I don't remember the components of the 4 agreement that was presented to me so I can't 5 postulate or guess whether that was part of the 6 agreement. 7 Q. Did you agree to the terms set forth in 8 paragraph 9, nondisparagement, paragraph 9 of 9 Deposition Exhibit 3? 10 A. I don't remember if that was a part of the 11 original agreement that I received. 12 Q. How could you -- how could you determine if 13 it was or was not? Do you have your e-mails? 14 A. I do believe I have it somewhere, yes. 15 Q. I mean, we have a lawsuit going on. One 16 would presume that you have secured and saved all the 17 e-mails relevant to your claims, right? 18 A. Yes. 19 Q. Okay. So you can very easily -- maybe you 20 don't know it as you sit here today, but you can go 21 back and figure this out, can't you? 22 A. I'm sure I can bring that up, yes. 23 Q. All right. Do you recall agreeing to any 24 form of a nondisparagement obligation in favor of FSM? 25 A. I don't recall.</p>

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<p style="text-align: right;">73</p> <p>1 Q. What about paragraph 11, nonsolicitation? Do 2you remember agreeing to the terms of this provision?</p> <p>3 A. I believe so, yes.</p> <p>4 Q. I mean, these are standard things that one 5would expect to find in your industry, right?</p> <p>6 MR. MURPHY: Objection to the phraseology 7"standard things", calls for a conclusion, but you may 8go ahead and answer the question, Mr. Zokaei.</p> <p>9 Q. (BY MR. BESHARA) Let me restate it. Are 10these type of provisions such as nonsolicitation, 11nondisparagement, and nondisclosures customary in 12contracts in your industry?</p> <p>13 A. I have only worked for one agency so I cannot 14guess on how other contracts with other agencies are 15formed.</p> <p>16 Q. Have you ever been a party to any other 17contract that contain provisions such as 18nondisclosure, nondisparagement, nonsolicitation?</p> <p>19 A. Nondisclosure, yes.</p> <p>20 Q. So these aren't alien concepts to you? 21You're familiar what they mean, right?</p> <p>22 A. Correct.</p> <p>23 Q. Did you agree to pay liquidated damages equal 24to \$50,000 or each breach of 11 romanette 1, 20,000 25for each breach of 11, romanette 2, 30,000 for each</p>	<p style="text-align: right;">75</p> <p>1I'll represent to you what I have marked as Deposition 2Exhibit 8 is an e-mail string between you Mr. Zokaei, 3Jabbar Fahim of Patel Gaines, Rahul Patel of FSM. And 4first off, is your e-mail address mzokaei@gmail.com? 5Did you hear me?</p> <p>6 A. Yes, that's correct.</p> <p>7 Q. Do you remember Jabbar Fahim sending you an 8e-mail introducing himself?</p> <p>9 A. Yes, I do.</p> <p>10 Q. You do?</p> <p>11 A. Yes.</p> <p>12 Q. Do you recall responding back to Mr. Fahim on 13or about January 30th telling him, thanks for the 14e-mail, you're looking forward to working with him as 15well?</p> <p>16 A. Yes.</p> <p>17 Q. This is whenever you were negotiating the 18form of the written contract, independent contractor 19agreement with FSM, isn't it?</p> <p>20 A. Finalizing the agreement, yes.</p> <p>21 Q. Yeah, you're negotiating the form so that it 22can be signed, right?</p> <p>23 A. Correct.</p> <p>24 Q. So on January 30th, Mr. Fahim says that he 25had sent documents Rahul for review, but Rahul was</p>
<p style="text-align: right;">74</p> <p>1breach of 11 romanette 3, and 40,000 for each breach 2of 11, romanette 4?</p> <p>3 A. I don't recall if those were elements that 4were in the original agreement that were sent to me.</p> <p>5 Q. Okay. But you agree you had a contract with 6FSM, right?</p> <p>7 A. I had an agreement with FSM, correct.</p> <p>8 Q. And you agree even though it wasn't signed 9there was something in writing that you guys had 10agreed to, right?</p> <p>11 A. Correct.</p> <p>12 Q. You're just telling the jury you're not sure 13if it was this one?</p> <p>14 A. Correct. Or if all these elements were in 15the agreement.</p> <p>16 Q. Yeah.</p> <p>17 A. Yes.</p> <p>18 Q. But you're going to go find that out because 19you're going to look at your e-mail and pull what you 20agreed to, right?</p> <p>21 A. Correct, correct.</p> <p>22 Q. Bear with me one second. Sorry, folks. 23 (Exhibit No. 8 marked.)</p> <p>24 Q. (BY MR. BESHARA) Okay. I have shared 25Deposition Exhibit 8. I'm going to share the screen.</p>	<p style="text-align: right;">76</p> <p>1out. He expected he was going to be able to get them 2to you in the morning. Do you recall him telling you 3that?</p> <p>4 A. Yes.</p> <p>5 Q. And do you recall in response writing the 6e-mail at the very top of Deposition Exhibit 8?</p> <p>7 A. Could you scroll up a little bit so I can see 8the date?</p> <p>9 Q. Huh?</p> <p>10 A. Could you scroll up a little bit so I can see 11the date? Oh, yes.</p> <p>12 Q. So you didn't agree to what had been 13proposed, instead is this the minor change that you 14mentioned earlier in your testimony?</p> <p>15 A. No, this is not, no. This was --</p> <p>16 Q. Tell me what it is.</p> <p>17 A. This was about a month and a half after he 18submitted the agreement to me. He did not submit it 19to me the next day. It was still about a week later, 20so into February. I had requested a change on the -- 21with respect to a minor modification and then they 22sent me this agreement. It was a little bit different 23and I had asked Rahul several times, and he said that 24they were busy, but they would get back to me. And 25then they never got back to me and finally I submitted</p>

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<p style="text-align: right;">77</p> <p>1 this e-mail to Jabbar. He had said Jabbar was in the 2 middle of something, extremely busy and whatnot. He 3 said he was going to, you know, take care of any 4 questions and whatnot, but this process dragged on 5 until about March with both of them. Said, hey, you 6 know, I was speaking to Rahul and can you just -- you 7 know, these two questions I have based on the modified 8 agreement you sent me, can you just let me know -- 9 clarify these and that was it.</p> <p>10 Q. Okay. So the way I see this, is you did not 11 accept what Jabbar had sent you and instead you asked 12 him to add the quoted section that I've highlighted 13 about any liabilities under seller's gross 14 negligence, wilful misconduct, or bad faith, right?</p> <p>15 MR. BESHARA: I can't hear you if you're 16 talking. Can anybody else hear him? Is he frozen?</p> <p>17 MR. MURPHY: Mr. Zokaei, I think you're 18 frozen. Did you hear us? He's frozen, Luke.</p> <p>19 MR. BESHARA: Yeah, I figured. Do you 20 want to give him a call?</p> <p>21 THE VIDEOGRAPHER: Should we go off the 22 record?</p> <p>23 MR. BESHARA: Yeah.</p> <p>24 MR. MURPHY: Sure.</p> <p>25 THE VIDEOGRAPHER: We're off the record.</p>	<p style="text-align: right;">79</p> <p>1 month until I had to basically not push, but, you 2 know, implored Rahul and Jabbar to get me the 3 documentation because I felt a little bit 4 uncomfortable for us to be proceeding with our 5 relationship and then not, you know, signing anything 6 or giving it back to me.</p> <p>7 Q. Uh-huh. All right. So, to make sure I 8 understand this, on Wednesday, March 11th, you do not 9 dispute that you sent an e-mail to Jabbar Fahim, the 10 attorney for FSM, copied to Rahul Patel of FSM, asking 11 him to modify the document?</p> <p>12 A. Correct.</p> <p>13 Q. Was that modification in fact made?</p> <p>14 A. No.</p> <p>15 Q. I have uploaded Exhibit 9. And now I'm 16 uploading the attachments to that e-mail that are 17 Exhibit 9. Mr. Zokaei?</p> <p>18 A. Yes.</p> <p>19 Q. So this is an e-mail -- well, first, it's an 20 e-mail that purports to be from Jabbar Fahim to Rahul. 21 Now, I don't have the e-mail that went to you.</p> <p>22 A. Uh-huh.</p> <p>23 Q. And, in fact, you know what, I need to pull 24 this down. Delete those documents off. That's going 25 to be attorney-client. I thought it was the e-mail to</p>
<p style="text-align: right;">78</p> <p>1 The time is 1:18. 2 (Recess 1:18 to 1:22.) 3 THE VIDEOGRAPHER: We're back on the 4 record. The time is 1:22. 5 MR. BESHARA: All right. Let's see if I 6 can remember where I was at. 7 THE REPORTER: I can repeat the last 8 question if you want me to. 9 MR. BESHARA: Yeah, will you? 10 (Record read.) 11 Q. (BY MR. BESHARA) Can you answer that 12 question for me, Mr. Zokaei? 13 A. Yeah. All the chat documents you had 14 uploaded have disappeared. Could you please upload 15 the document you had that was screenshots of the 16 e-mail exchange if possible? 17 Q. Yeah, I'll do it again. Hang on. 18 A. I believe that was Number 8. 19 Q. It is. Okay. You should have it. 20 A. Thank you. The reason this was brought up in 21 March 11th is because based on my discussions with 22 Rahul in February, this change would be made already 23 and the document would be sent to me and that it was 24 fine. And he actually helped me with the formulation 25 of that, and it was about, like I said, more than a</p>	<p style="text-align: right;">80</p> <p>1 you. 2 MR. BESHARA: Can you delete those out, 3 Audra? 4 THE REPORTER: Guy, can you do that since 5 you're the host? 6 THE VIDEOGRAPHER: Let me try. I'm not 7 sure if I have ever done that before, but... It might 8 have to be whoever uploaded it can delete it perhaps. 9 It's not letting me do it. 10 MR. BESHARA: All right. I'm snapping 11 back on those documents. We're still going to talk 12 about some of them, but the e-mail in particular, 13 that's attorney-client. I thought that was an e-mail 14 to Mayar. 15 THE WITNESS: Mayar. 16 MR. BESHARA: What's that? 17 THE WITNESS: My name is Mayar. 18 MR. BESHARA: My apologies. 19 THE WITNESS: Oh, no problem. 20 Q. (BY MR. BESHARA) You can go ahead and open 21 the independent contractor agreement. Do you 22 recognize that document? The reason I ask is you 23 mentioned the one you had seen had a watermark on it, 24 and I'm wondering if this is the version of the 25 document you saw.</p>

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<p style="text-align: right;">81</p> <p>1 A. This does seem to be a draft of an agreement 2with the watermark on it. I'm not sure if this is the 3same one I received, and I do believe I received a 4couple of different versions of the document after the 5changes that -- the minor change I requested was made. 6So I don't know if this was it, but the one that I 7received had a similar watermark to this one. 8 Q. And this one has the same language you said 9you didn't recognize before. You see it in paragraph 104? 11 A. Yes. 12 Q. What was supposed to happen? You didn't 13recall that. I'm assuming you still can't recall it? 14 A. I just don't remember, yeah. Just to be 15honest with you, I don't remember. 16 THE REPORTER: So Exhibit 9 is those 17three attachments minus the e-mail, right? 18 MR. BESHARA: No, this will be Exhibit 9, 19what you see on the screen right now, the independent 20contractor agreement. 21 THE REPORTER: Okay. Gotcha. 22 MR. BESHARA: The other document 23should -- I don't care about the other documents, but 24the e-mail -- John, can I get your agreement you 25recognize to snap back?</p>	<p style="text-align: right;">83</p> <p>1there. Is that consistent with what you remember? 2 A. I had received two payments prior to this 3date so your presumption is incorrect. 4 Q. Okay. So it was 12,500 per month, right? 5 A. Correct. 6 Q. This -- in paragraph 8 it has the 7confidentiality that we talked about. I'm comparing 8this Exhibit 9 back to Exhibit 3. It has a 9nondisparagement. It has a nonsolicitation like we 10saw in Exhibit 3. It has the liquidated damages like 11we saw in Exhibit 3. It has a noncompete like we see 12in Exhibit 3. Let's talk about disparagement. Do you 13know what that word means, Mr. Zokaei? 14 A. Yes. 15 Q. What does it mean to you? 16 A. It is to talk badly about someone or upon 17someone's name. 18 Q. Have you ever spoken badly of FSM? 19 A. No. 20 Q. Rahul Patel? 21 A. Not that I remember. 22 Q. Do you remember whether or not you have 23spoken negatively about FSM or you just don't 24remember? 25 A. I don't recall doing so.</p>
<p style="text-align: right;">82</p> <p>1 MR. MURPHY: Yes, absolutely, Luke. 2 MR. BESHARA: There is nothing 3controversial there, but I don't want to inadvertently 4waive privilege by sending out something like that. 5 MR. MURPHY: No, that's fine. 6 (Exhibit No. 9 marked.) 7 Q. (BY MR. BESHARA) All right. So I'm going to 8mark this as Exhibit 9, what we have on the screen 9right now. I'm recognizing a lot of what we saw with 10Exhibit 3. For example, on the top of page 2, it 11references those promissory notes that we talked 12about. It has -- doesn't have your salary set yet so 13that was still being negotiated at the time in 14paragraph 4. 15 A. What date is this? 16 Q. What's that? 17 A. You said my salary was being negotiated on 18what date? 19 Q. Well, there's no sal -- I don't know if it's 20negotiated. I'm presuming. See here in paragraph 4 21there is not a dollar value set? 22 A. Uh-huh. 23 Q. And this document is drafted 1-31-2020, okay, 24so I'm assuming that it hadn't been agreed upon at 25that point otherwise we would have a dollar figure in</p>	<p style="text-align: right;">84</p> <p>1 (Exhibit No. 10 marked.) 2 Q. (BY MR. BESHARA) All right. I have shared 3Exhibit Number 10. Do you remember being presented 4with Exhibit Number 10? 5 A. What do you call that? 6 Q. What's that? 7 A. What is the title of that? I want to make 8sure I have the right one. 9 Q. It's on my screen. 10 A. Okay. Yeah, I don't remember this. I 11believe you asked me about this prior. 12 Q. No, no, no. I asked you about Exhibit 6, 13what you signed and admitted it was your signature. 14It has a slightly different title and it predates this 15draft. 16 A. Okay. 17 Q. Do you remember a series of documents being 18sent over to you by FSM? 19 A. I do remember the agreement being sent to me. 20I do remember this purchase agreement that you also 21had in there. 22 Q. Yeah. 23 A. Which I had asked for a change to, but I 24don't remember this one. 25 Q. Okay.</p>

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<p style="text-align: right;">85</p> <p>1 A. I don't remember all -- there were several 2 documents and several about pages of each document 3 so...</p> <p>4 Q. All right. Do you remember in Deposition 5 Exhibit 8 -- which I'm pulling up for you right now -- 6 you asked for changes to be made to the independent 7 contractor agreement, correct, and that's what's 8 reflected in Exhibit 8?</p> <p>9 A. I don't remember which document I was 10 referring to in that e-mail, but I can see the 11 parlance used, you know, assume liabilities and such. 12 I'm assuming that was from the independent contractor 13 agreement.</p> <p>14 Q. Okay. Did you tell me that these changes 15 were made and a new draft was sent over to you?</p> <p>16 A. I never received a new draft so I do not know 17 if -- I do not recall reflecting these changes that I 18 requested so I do not know if it was prepared and I 19 just never received it.</p> <p>20 Q. I thought you said that the changes were made 21 and you received a new version, but I misunderstood 22 you then, right?</p> <p>23 A. Yeah, I never received -- when I put in the 24 request for these per the e-mail on March 11th, I 25 don't recall receiving a new contract reflecting those</p>	<p style="text-align: right;">87</p> <p>1 Q. And you said it was a written agreement that 2 provided for your compensation.</p> <p>3 A. Yes, I do believe I did receive some sort of 4 agreement that outlined the compensation I would 5 receive with FSM.</p> <p>6 Q. Okay. Was it this agreement that we marked 7 as Deposition Exhibit Number 3?</p> <p>8 A. This agreement, yes.</p> <p>9 Q. Okay. So that's what you meant when you 10 swore under penalty of perjury that you had a written 11 agreement that provided for your compensation, 12 correct?</p> <p>13 A. I believe this was what I was referring to. 14 If not, perhaps there was another purchase agreement 15 or whatnot that I received because I received several 16 documents from Rahul, but I believe this was the 17 written agreement that I referred to.</p> <p>18 Q. Okay. So is it true that the claimed wages 19 were not earned in Texas?</p> <p>20 A. Correct.</p> <p>21 Q. Because you only went to Texas one time to 22 San Antonio, right?</p> <p>23 A. That's not why. I asked them. I provided 24 information to the Texas Workforce Commission of where 25 I lived and where the account was that they were</p>
<p style="text-align: right;">86</p> <p>1 changes although I was assured that it was coming.</p> <p>2 Q. Okay. And since you don't remember ever 3 receiving a contract with the changes you requested, 4 you certainly didn't sign such a contract, right?</p> <p>5 A. No, no.</p> <p>6 Q. And FSM didn't sign such a contract to your 7 knowledge, right?</p> <p>8 A. Correct.</p> <p>9 Q. I know we're bouncing around a little bit. 10 I'm going to go back to your wage claim form.</p> <p>11 A. Sure.</p> <p>12 Q. This is Deposition Exhibit Number 7. And 13 remember you signed this document under penalty of 14 perjury certifying everything is true and correct. Is 15 it true that you were hired as a sports agent and a 16 recruiter?</p> <p>17 A. Yes.</p> <p>18 Q. Is it true that you had no set hours?</p> <p>19 A. That's correct.</p> <p>20 Q. Is it true that your compensation agreement 21 was a written agreement?</p> <p>22 A. As in -- could you please specify?</p> <p>23 Q. Well, I mean, you're the one that filed this 24 out under penalty of perjury.</p> <p>25 A. Right.</p>	<p style="text-align: right;">88</p> <p>1 sending the money to and they determined that it would 2 be better for me to write based on their direction 3 that the wages were not earned in Texas.</p> <p>4 Q. Well, yeah, but my question is much 5 different. My question is, you only went to San 6 Antonio one time, right?</p> <p>7 A. Yes.</p> <p>8 Q. How long were you there?</p> <p>9 A. About three or four days.</p> <p>10 Q. Okay. And you never returned after that, 11 correct?</p> <p>12 A. No.</p> <p>13 Q. Did you travel anywhere during the period of 14 your association with FSM away from Oregon and besides 15 to San Antonio in that one trip?</p> <p>16 A. Yes.</p> <p>17 Q. Where did you travel to?</p> <p>18 A. New York in January as well as Chicago in 19 February.</p> <p>20 Q. What was going on in Chicago in February?</p> <p>21 A. It was the NBA All-Star break weekend.</p> <p>22 Q. Okay. Did you travel anywhere else during 23 your period of association with FSM?</p> <p>24 A. I don't remember traveling anywhere else 25 during that time.</p>

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<p style="text-align: right;">89</p> <p>1 MR. MURPHY: Luke, beg your pardon, but I 2 believe Mr. Zokaei also traveled to Miami in -- 3 THE WITNESS: Oh, yeah. 4 MR. BESHARA: Let the witness tell me 5 that. 6 MR. MURPHY: Oh, I'm sorry. 7 A. Yeah, I did travel to Florida for a 8 recruitment meeting. 9 Q. (BY MR. BESHARA) Who were you recruiting? 10 A. I'm sorry? 11 Q. Who were you recruiting? 12 A. It was a prospective client. 13 Q. Who? 14 A. Chris Silva. 15 Q. Who is that? 16 A. He was a player with the Miami Heat. I 17 believe now he is with the Sacramento Kings. 18 Q. Okay. So you traveled to Florida. I presume 19 you traveled to Miami? 20 A. Correct. 21 Q. When did you do that? 22 A. I believe that was early March. 23 Q. Okay. How long were you in Miami? 24 A. A few days. 25 Q. Two days?</p>	<p style="text-align: right;">91</p> <p>1 A. Shawn Farmer. 2 Q. Okay. And how did you get the introduction 3 to Chris Silva? 4 A. I had met him a few months before when I had 5 visited him. I visited the trainer and he was working 6 out Mr. Silva so I was introduced to him at that time. 7 We talked for a little bit and my introduction was 8 through the trainer. 9 Q. Okay. So your contact with Mr. Silva was 10 through his trainer? 11 A. Correct. 12 Q. Was his trainer the one that arranged for you 13 to meet with Mr. Silva at his apartment? 14 A. Yes. 15 Q. Did you meet with Mr. Silva at his apartment 16 on the day you arrived or on the next day when you 17 departed? 18 A. The next day before I departed. 19 Q. Okay. How long did you meet with Mr. Silva? 20 A. It was a meeting of about a couple of hours. 21 Q. Okay. What was discussed? 22 A. Potential change in representative for him 23 and signing with FSM and myself. 24 Q. Who was his agent of record at that time? 25 A. I don't recall who his agent at the record</p>
<p style="text-align: right;">90</p> <p>1 A. Yes. 2 Q. Okay. 3 A. A little over 24 hours, but less than I would 4 say two days. 5 Q. Okay. Less than two days? 6 A. Yes. 7 Q. Did you arrive during the day or at night? 8 A. I arrived in the morning on a red eye and -- 9 yeah, I arrived in the morning. 10 Q. And when did you leave? The following day 11 what time? 12 A. Sometime in the early afternoon or late 13 afternoon. I think about 3:00 or 4:00 p.m. 14 Q. Okay. Did you go to Mr. Silva's house? 15 A. No, I went to his residence, but he didn't 16 have a house. 17 Q. Okay. So you went to his residence. What's 18 his residence? 19 A. He was living in an apartment. 20 Q. Okay. So you went to his apartment? 21 A. Yes. 22 Q. Okay. Who was present at this meeting with 23 you and Mr. Silva? 24 A. It was myself and his trainer. 25 Q. What's his trainer's name?</p>	<p style="text-align: right;">92</p> <p>1 was -- of the record was. 2 Q. Okay. Did he mention to you why he was 3 looking to change agents? 4 A. He said that he had not received too many 5 marketing deals and also his -- his agent -- he felt 6 that his agent wasn't really paying attention to him 7 and not visiting him. And he had asked for a pair of 8 shoes for his agent -- from his agent and the agent 9 never followed up, never was really responsive to his 10 phone calls. So he was just dissatisfied with the 11 representation. 12 Q. Okay. And how did the meeting conclude? Did 13 you get an SPAC signed with Mr. Silva? 14 A. This was just a first formal sitting down 15 with him. I told him that I would keep in touch with 16 him. It was still in the middle of the season so he 17 was a little bit busy and I said that I would follow 18 up subsequent to the season. Sorry, subsequent to me 19 returning and, you know, perhaps we could discuss the 20 potential to work together further. And he seemed to 21 show an interest in potentially working together. 22 Q. So the answer is, no, you did not get a 23 signed SPAC? 24 A. No, I did not. 25 (Exhibit No. 11 marked.)</p>

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<p style="text-align: right;">93</p> <p>1 Q. (BY MR. BESHARA) I'm going to show you -- I 2 have just uploaded Exhibit 11. I'm going to share the 3 screen with you. Okay. So I found the e-mail. You 4 know, originally I inadvertently sent you one between 5 the attorney and FSM. Now I have the e-mail from 6 Rahul on behalf of FSM to you. Do you remember 7 receiving this e-mail? 8 A. Yes. 9 Q. Okay. And I will go ahead and mark as 12, 10 13, and 14 the three attachments. We'll use the ones 11 that were actually attached to this e-mail. 12 (Exhibit Nos. 12 through 14 marked.) 13 Q. (BY MR. BESHARA) The reason I have sent 11, 14 12 -- or 12, 13, and 14 is to make Exhibit 11 be 15 complete so you have all the attachments, but I only 16 want to ask you about 12 I believe it is. So this is 17 like the one I saw before. In fact, I wouldn't be 18 surprised if it's identical to the one we looked at a 19 few moments, the draft, but it contains that language 20 in paragraph 4 that you said that didn't remember it 21 being there. It's got the references to the 22 promissory notes. It's got the reference to the 23 relationship being that of an independent contractor, 24 confidentiality, nondisparagement, nonsolicitation, 25 liquidated damages, noncompetition, right?</p>	<p style="text-align: right;">95</p> <p>1 written agreement that had that change made? 2 A. I don't remember to be honest with you. I 3 think they did send me another agreement subsequent to 4 this or modified agreement, but I -- it's such a long 5 time ago I just can't -- I don't remember. I know 6 there was some other documents sent to me. I don't 7 know if it was this or a purchase agreement reflected 8 with a change in players or whatnot. 9 Q. We'll come back to that. 10 A. Yeah. 11 Q. Number 3, it doesn't have the draft watermark 12 anymore, and this is the one we pulled down. This is 13 the one that you told me you think is the agreement 14 that you referenced both in your state court petition, 15 which I marked as a deposition exhibit, as well as in 16 your wage claim, which is Deposition Exhibit 7, right? 17 A. I don't remember which one I was referring to 18 in the wage claim because this wage claim was sometime 19 in October, maybe almost a year after all these 20 e-mails. So I don't remember which one it was. 21 Q. Did you ever sign and return the independent 22 contractor agreement to FSM? 23 A. Mr. Beshara, with all due respect, I've 24 answered that question already. 25 Q. I'm just asking you to answer it.</p>
<p style="text-align: right;">94</p> <p>1 A. Yes. 2 Q. You'll agree with me that as early as January 3 31st, 2020, you had been provided with this draft of 4 the independent contractor agreement, correct? 5 A. Based on this e-mail, yes. 6 Q. It is. 7 A. Okay. 8 Q. I mean, and you're free -- I'm sure you still 9 have your e-mail. 10 A. Uh-huh. 11 Q. I can verify it, too, but I just attached 12 what was attached. I have to do it in PDF because of 13 the way these documents work. 14 A. Got it. 15 Q. I just pulled them down. And we saw in 16 Exhibit 8 that the only comment that you had was 17 asking about making the revision to add any 18 liabilities under seller's gross negligence, willful 19 misconduct, or bad faith, right? 20 A. This was the only comment that's reflected in 21 this e-mail, yes. 22 Q. Yeah. And we already talked about it, that 23 change was never made, was it, to your knowledge? 24 A. To my knowledge... 25 Q. Let me ask you this. Do you ever remember a</p>	<p style="text-align: right;">96</p> <p>1 A. No. 2 Q. Did you ever receive an independent 3 contractor agreement signed by someone on behalf of 4 FSM? 5 A. No. 6 Q. So there's no fully executed independent 7 contractor agreement out there, is there? 8 A. There is no signed agreement, correct. 9 Q. Coming back to Exhibit 7, you'll agree with 10 me that taxes were not deducted from your direct 11 deposits, were they? 12 A. Correct. 13 Q. Is it true that you were not provided with an 14 explanation as to why you were not paid for the 15 amounts you claim to be owed? 16 A. Correct. 17 Q. Is it true that you swore under oath you were 18 owed \$6,250 for wages? 19 A. Uh-huh. 20 Q. And this \$11,589.08 for unreimbursed 21 expenses? 22 A. Correct. 23 Q. You mentioned that -- all this stuff about 24 what the Workforce Commission did. Did they order FSM 25 to pay you any money?</p>

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<p style="text-align: right;">97</p> <p>1 A. They could not enforce it because -- no, no. 2 Q. They didn't, right? 3 A. No. 4 Q. You claimed you were owed money for the 5period between April 15th and April 20th, correct? 6 A. Yes. 7 Q. Why would you be owed \$6,250 when you only 8worked five or six days during that pay period 9according to your sworn allegations? 10 A. When I contacted the TWC, they asked me how 11long of a period -- did I receive my final paycheck 12and they said what was each paycheck for and they said 13to put this amount in there and it will be determined 14how much they owe you of that amount. 15 Q. Okay. Was it true when you swore under 16penalty of perjury that FSM hired you as a contractor? 17 A. Yes. 18 Q. You knew that you, didn't you? 19 A. Based on the contract that I had, that was 20how it was characterized. 21 Q. And we're talking about Exhibit 3, which is 22titled the Independent Contractor Agreement, right? 23 A. Correct. 24 Q. The same document that you never signed and 25FSM never signed, right?</p>	<p style="text-align: right;">99</p> <p>1 A. Yes. 2 Q. And you will agree with me when you were 3provided this last version that's been marked as 4Exhibit 3, you asked for additional changes to be made 5to the documents, right? 6 A. I don't remember the timeline. 7 Q. Well, I do. It's right here, Deposition 8Exhibit 8. When did you make that request? 9 A. Which request is that? 10 Q. Are you looking at the screen, Deposition 11Exhibit 8? 12 A. Oh, per the e-mail on March 11th, I made that 13request in February. 14 Q. Well, what's the date of this e-mail? 15 A. The date of the e-mail is March 11th. That's 16when it was formalized via e-mail. 17 Q. Okay. There is no doubt in your mind, you 18swore to it under penalty of perjury in the wage 19claim, that you were terminated on April 20th, 2020; 20is that right? 21 MR. MURPHY: Objection, form. 22 A. That's right. 23 Q. (BY MR. BESHARA) After your termination, did 24you continue to use your e-mail address that FSM had 25provided you with its server?</p>
<p style="text-align: right;">98</p> <p>1 A. Correct. 2 Q. Was it true that you had no set hours? 3 A. Correct. 4 Q. Was it true that you were responsible for 5paying your own taxes? 6 A. Yes. 7 Q. I didn't see when I received this from the 8TWC that you had attached the alleged written 9agreement for your compensation, what you were 10supposed to have done according to what I have 11highlighted on Deposition Exhibit 7. Did you include 12a copy of your written contract when you submitted 13this to the TWC? 14 A. I don't recall doing that and I think it's 15because -- yeah, I don't recall doing that. 16 Q. What contract would you have attached? 17 A. I don't recall. 18 Q. Well, I mean, if I asked you to produce your 19written contract with FSM, what would you provide me? 20 A. I would provide probably the last modified 21agreement that I received from FSM. 22 Q. And right now I know you can't remember, but 23all I've seen is Exhibit 3, and you can't deny that 24Exhibit 3 is the last version that FSM sent you, can 25you?</p>	<p style="text-align: right;">100</p> <p>1 A. Yes. 2 Q. What is that e-mail address? 3 A. It was some sort of identification of me at 4the FSM sports e-mail box. 5 Q. Okay. You had been terminated on April 20th, 6yet you continued to use your FSM e-mail address, 7right? 8 A. Correct. 9 Q. Who were you communicating with using that 10e-mail address? 11 A. With a representative from a college's media 12department. 13 Q. Regarding whom? 14 A. Regarding client Kylor Kelly. 15 Q. Okay. Why were you continuing to hold 16yourself out as being associated with FSM after you 17had been terminated on April 20th, 2020? 18 A. I didn't hold myself out to that. It was one 19of the e-mails on my phone that was a default e-mail, 20and I just replied simply to an e-mail that the person 21had sent me requesting a link for pictures. And 22because only my name appears and the e-mail address 23doesn't appear, I didn't realize that it was sending 24it from an FSM e-mail account. 25 Q. Okay. Who else did you communicate with</p>

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<p style="text-align: right;">101</p> <p>1 using your FSM e-mail address after you had been 2 terminated?</p> <p>3 A. Former FSM intern named R.J. McGuire.</p> <p>4 Q. Okay. And what did you ask R.J. McGuire to 5 do from your FSM e-mail address?</p> <p>6 A. I had talked to him a couple of times -- to 7 make me a graphic.</p> <p>8 Q. Okay. Did you notify R.J. McGuire that you 9 had been terminated from FSM --</p> <p>10 A. Yes.</p> <p>11 Q. -- at the time you e-mailed requesting that?</p> <p>12 A. Yes.</p> <p>13 Q. So if I go and find that e-mail it's going to 14 say, R.J., I am no longer associated with FSM, but 15 will you still please do this for me?</p> <p>16 A. I don't believe I put that in an e-mail, so 17 no.</p> <p>18 Q. Did you tell the representative that you had 19 contacted regarding Kylor Kelly that you had been 20 terminated from FSM or you were no longer associated 21 with FSM when you were communicating with that person?</p> <p>22 A. No.</p> <p>23 (Exhibit No. 15 marked.)</p> <p>24 Q. (BY MR. BESHARA) Okay. I have shared 25 Exhibit 15. Is what I have marked as Deposition</p>	<p style="text-align: right;">103</p> <p>1 Q. Mr. Schoeffler responded back, said you had 2 permission to use photos, I guess that Oregon State 3 had taken of Kylor Kelly, right?</p> <p>4 A. Yes.</p> <p>5 Q. And on April 29th, did you send an e-mail 6 from your FSM e-mail address to Mr. Schoeffler?</p> <p>7 A. Yes.</p> <p>8 Q. Is it the e-mail that appears here on 9 Deposition Exhibit 15 that states, was trying to 10 access the Dropbox. Could you please send me a new 11 link? Might have expired.</p> <p>12 A. Yes.</p> <p>13 Q. Mr. Schoeffler responded to you that same day 14 and said, good timing, he had just uploaded pics from 15 his senior year, right?</p> <p>16 A. Right.</p> <p>17 Q. And you respond back later that day from your 18 fsmsports.com e-mail address thanking Mr. Schoeffler, 19 correct? Yes?</p> <p>20 A. Yes.</p> <p>21 Q. Right?</p> <p>22 A. Yes, that's correct.</p> <p>23 Q. And in these e-mails that -- these two 24 e-mails I have seen from April 29th, not only are you 25 using your FSM e-mail address, it also has your</p>
<p style="text-align: right;">102</p> <p>1 Exhibit 15 what you were referencing when you 2 mentioned that you were communicating with someone 3 regarding Kylor Kelly using your FSM e-mail address?</p> <p>4 A. Yes.</p> <p>5 Q. If you go to the bottom, you made your 6 initial introduction. This is your signature block 7 for FSM, isn't it?</p> <p>8 A. Yes.</p> <p>9 Q. And your e-mail address with FSM was -- and I 10 know I mispronounced your first name earlier. How do 11 y'all pronounce it?</p> <p>12 A. Mayar.</p> <p>13 Q. Mayar?</p> <p>14 A. Mayar.</p> <p>15 Q. So was your e-mail address while you were at 16 FSM mayar@fsm-sports.com?</p> <p>17 A. Yes.</p> <p>18 Q. Did you send this e-mail to Shawn Schoeffler 19 with Oregon State?</p> <p>20 A. Yes.</p> <p>21 Q. On April 29th, 2020, right?</p> <p>22 A. Yes.</p> <p>23 Q. You introduced yourself and you announced 24 that you worked for FSM, right?</p> <p>25 A. Correct.</p>	<p style="text-align: right;">104</p> <p>1 signature block indicating that you're VP of 2 basketball operations of FSM; is that correct?</p> <p>3 A. Correct.</p> <p>4 Q. I don't see where you told Mr. Schoeffler 5 that you were no longer associated with FSM in any of 6 these e-mails. Am I missing it?</p> <p>7 A. I never said that I told him that I wasn't.</p> <p>8 Q. Here is yet another e-mail later on April 9 29th and you have been terminated at this point for 10 nine days, correct?</p> <p>11 A. Correct.</p> <p>12 Q. You are sending him another e-mail and he 13 responds back with a link, doesn't he?</p> <p>14 A. Yes.</p> <p>15 Q. You understood as of April 20th when you were 16 terminated that you were no longer supposed to be 17 using any materials of FSM, correct?</p> <p>18 A. No.</p> <p>19 Q. What, you thought that even though you had 20 been terminated, you could still masquerade as an FSM 21 agent?</p> <p>22 MR. MURPHY: Objection, form.</p> <p>23 Q. (BY MR. BESHARA) You can answer that. 24 You're telling me that even though you had been 25 terminated, you thought you could still hold yourself</p>

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<p style="text-align: right;">105</p> <p>1as an FSM agent?</p> <p>2 A. Rahul said he would give me some time to do</p> <p>3some housekeeping and get things in order with respect</p> <p>4to prior business such as this, to getting pictures</p> <p>5from contacts that I had established relationships</p> <p>6with via the e-mail address. And inadvertently</p> <p>7because it was a default address in my phone at that</p> <p>8time, I was sending out these e-mails to -- this</p> <p>9e-mails to -- these e-mails to this one particular</p> <p>10party requesting photos, but I was not masquerading.</p> <p>11 Q. Okay.</p> <p>12 A. I told my clients that I was no longer with</p> <p>13FSM and anybody that I had some business with.</p> <p>14 Q. Okay. That makes better sense because you</p> <p>15told me it was an accident.</p> <p>16 A. Inadvertently. Inadvertently, yeah.</p> <p>17 Q. You did not intentionally use your FSM e-mail</p> <p>18address, right?</p> <p>19 A. No, no.</p> <p>20 Q. And Rahul didn't tell you that you could</p> <p>21continue to use your FSM e-mail address and hold</p> <p>22yourself out as an FSM agent, did he?</p> <p>23 A. Those are two different things. Using the</p> <p>24e-mail address because that was a line of</p> <p>25communication I had with somebody, doesn't necessarily</p>	<p style="text-align: right;">107</p> <p>1He sends you over a link. We're good there. We have</p> <p>2seen this e-mail was trying to access Dropbox. That's</p> <p>3on April 29th. We see that you're using your FSM</p> <p>4e-mail address and it's got your FSM signature block</p> <p>5indicating you're VP of basketball operations, right?</p> <p>6 A. Uh-huh.</p> <p>7 Q. We saw this e-mail from Shawn Schoeffler on</p> <p>8April 29th with the good timing, right? Do you</p> <p>9remember that?</p> <p>10 A. Yes.</p> <p>11 Q. Now we have an e-mail from you. I think we</p> <p>12saw this one, too. Thanks so much. You thank him,</p> <p>13right?</p> <p>14 A. Yes.</p> <p>15 Q. Now, I don't believe that I've seen this</p> <p>16part. I don't think 15 contains this next e-mail from</p> <p>17Shawn Schoeffler on April 29th to you. We have an</p> <p>18e-mail from you on April 29th again using your FSM</p> <p>19Sports e-mail address with a signature block holding</p> <p>20yourself out as a VP of basketball operations back</p> <p>21over to Shawn Schoeffler, right?</p> <p>22 A. Yes.</p> <p>23 Q. He sends you a new link, correct?</p> <p>24 A. This is already in the previous exhibit, yes.</p> <p>25 Q. No, because I don't remember seeing this</p>
<p style="text-align: right;">106</p> <p>1mean I was representing myself as that. He told me to</p> <p>2do what I had to do, to do some housekeeping along the</p> <p>3lines such as this, getting photos of clients.</p> <p>4 Q. Did Rahul tell you that you could continue to</p> <p>5use your FSM address with the signature block that</p> <p>6holds yourself out as VP of basketball operations</p> <p>7after April 20?</p> <p>8 A. No.</p> <p>9 Q. So what made you think that that was</p> <p>10acceptable?</p> <p>11 A. It was inadvertent.</p> <p>12 Q. Okay. So it was just an accident. I gotcha?</p> <p>13 A. Okay.</p> <p>14 (Exhibit No. 16 marked.)</p> <p>15 Q. (BY MR. BESHARA) I uploaded Exhibit 16.</p> <p>16Have you seen this e-mail string before? This is what</p> <p>17I have marked as Deposition Exhibit 16.</p> <p>18 A. Which one is that? Oh, 16.</p> <p>19 Q. Yeah.</p> <p>20 A. Yeah, that was in the previous exhibit also.</p> <p>21 Q. It is. Go to the bottom for me or just look</p> <p>22on my screen. There are similarities, but it ends up</p> <p>23branching off. It's a little different so we start</p> <p>24off with the initial e-mail that we saw on Exhibit 15,</p> <p>25right, where it's from you over to Shawn Schoeffler.</p>	<p style="text-align: right;">108</p> <p>1part. Now I have an e-mail from you on April 29th</p> <p>2from mzokaei@gmail.com.</p> <p>3 A. Yes.</p> <p>4 Q. Why did you switch from using your FSM e-mail</p> <p>5address to using your gmail account that does not have</p> <p>6the signature block that holds yourself out as being</p> <p>7VP of basketball operations for FSM?</p> <p>8 A. I believe I got a notice from Rahul that</p> <p>9said -- I believe that's what it was. He had told me,</p> <p>10you know, please stop using the FSM e-mail, if I'm not</p> <p>11mistaken, or it could have just been a switch on a</p> <p>12default because the two e-mail addresses I had on</p> <p>13there. It was my personal one and the FSM one, and</p> <p>14either it was that or that R.J.'s e-mail was not</p> <p>15populating from FSM and then I realized, oh, I'm on</p> <p>16the FSM e-mail and his e-mail is in my personal</p> <p>17e-mail. That's probably why I have to switch over</p> <p>18there so it populates because I couldn't find his</p> <p>19e-mail address.</p> <p>20 Q. You have given me a lot of possibilities, but</p> <p>21I guess the real is you don't know?</p> <p>22 A. Yeah, I don't remember to be honest with you,</p> <p>23but I believe it was one of the two, if not a</p> <p>24combination of the two.</p> <p>25 Q. Okay. So we switch over. Is that the last</p>

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<p style="text-align: right;">109</p> <p>1 time you used the FSM e-mail address?</p> <p>2 A. I don't remember. I don't remember.</p> <p>3 Q. Well, who else were you communicating with</p> <p>4 holding yourself out to be VP of basketball operations</p> <p>5 of FSM after you were terminated on April 20th of</p> <p>6 2020?</p> <p>7 A. I was not holding myself out as still an</p> <p>8 employee of FSM. I was inadvertently using the e-mail</p> <p>9 address. And, again, because it's more than almost</p> <p>10 two years, I don't remember -- or more than a year I</p> <p>11 don't remember which e-mails that I sent out.</p> <p>12 Q. But you agree with me that all of these</p> <p>13 e-mails when they come from the FSM address contain</p> <p>14 the signature block that identifies you as VP of</p> <p>15 basketball operations for FSM?</p> <p>16 A. Yes.</p> <p>17 Q. And you don't dispute that that happened, but</p> <p>18 you're telling me it was just a mistake, an accident?</p> <p>19 A. Yes.</p> <p>20 MR. MURPHY: Luke, we've been going a</p> <p>21 while. When you get to a point where we can take like</p> <p>22 a five-, or ten-minute break let me know.</p> <p>23 MR. BESHARA: Let's do it now because I'm</p> <p>24 pivoting to these documents. I just uploaded 17 and</p> <p>25 18.</p>	<p style="text-align: right;">111</p> <p>1 A. Yes.</p> <p>2 Q. Well, let me ask you, on 15 and 16,</p> <p>3 deposition exhibits, you'll agree with me that those</p> <p>4 were true and correct copies of e-mail exchanges that</p> <p>5 you had with the persons identified in those e-mails,</p> <p>6 right?</p> <p>7 A. Yes.</p> <p>8 (Exhibit Nos. 17 and 18 marked.)</p> <p>9 Q. Let's look at 17. I'm going to bring it up</p> <p>10 on the screen for you. Have you ever seen this</p> <p>11 document before? I doubt you have. Do you recognize</p> <p>12 it?</p> <p>13 A. I'm sorry, it was frozen for a little bit, so</p> <p>14 after you asked me if I had seen it, you got cut off.</p> <p>15 I apologize.</p> <p>16 Q. I said, have you seen it?</p> <p>17 A. I have not seen this, no.</p> <p>18 Q. Okay. I'll represent to you that this is a</p> <p>19 certificate of formation on file with the Texas</p> <p>20 Secretary of State, which is what's filed to form an</p> <p>21 entity in the state of Texas.</p> <p>22 A. Okay.</p> <p>23 Q. And it's for Fundamental Sports Management,</p> <p>24 LLC. Do you see that?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">110</p> <p>1 MR. MURPHY: Okay.</p> <p>2 THE WITNESS: Can we go a little bit</p> <p>3 longer, just like about ten more minutes? Oh, you</p> <p>4 want to go on break. John, if you want to go we can</p> <p>5 go; if not, I'm okay.</p> <p>6 MR. MURPHY: Okay. If you guys want to</p> <p>7 press on through, that's fine.</p> <p>8 THE WITNESS: You need to use the</p> <p>9 restroom, John?</p> <p>10 MR. MURPHY: Well, yeah.</p> <p>11 THE WITNESS: Yeah, let's do that. Let's</p> <p>12 take a break and then reconvene when you're back.</p> <p>13 MR. MURPHY: All right.</p> <p>14 MR. BESHARA: Let's try to be back at</p> <p>15 4:20. That's about seven minutes.</p> <p>16 THE WITNESS: Okay.</p> <p>17 MR. BESHARA: Will that work?</p> <p>18 MR. MURPHY: All right. That sounds</p> <p>19 good.</p> <p>20 THE VIDEOGRAPHER: We're off the record.</p> <p>21 The time is 2:13.</p> <p>22 (Recess 2:13 to 2:22.)</p> <p>23 THE VIDEOGRAPHER: We're back on the</p> <p>24 record. The time is 2:22.</p> <p>25 Q. (BY MR. BESHARA) All right. Mr. Zokaei.</p>	<p style="text-align: right;">112</p> <p>1 Q. And that is the name of the entity with whom</p> <p>2 you contracted for the provision of services, right?</p> <p>3 A. Yes.</p> <p>4 Q. And Fundamental Sports Management, LLC had</p> <p>5 three -- it was managed by members. Do you see this</p> <p>6 down here?</p> <p>7 A. Uh-huh.</p> <p>8 Q. And here are the three members. Do you see</p> <p>9 that?</p> <p>10 A. Yes.</p> <p>11 Q. And these three people happen to be</p> <p>12 defendants in your lawsuit, right?</p> <p>13 A. Yes.</p> <p>14 Q. And they're plaintiffs as well, but you</p> <p>15 recognize each of those names, correct?</p> <p>16 A. Yes.</p> <p>17 Q. FSM was formed on June 16th, 2017, do you see</p> <p>18 that?</p> <p>19 A. Yes.</p> <p>20 Q. You didn't have any association with FSM</p> <p>21 until at least December of 2019, correct?</p> <p>22 A. Correct.</p> <p>23 Q. And, in fact, you mentioned that the first</p> <p>24 time you ever spoke to anyone regarding FSM it was</p> <p>25 Rahul Patel and that would have been in October or</p>

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<p style="text-align: right;">113</p> <p>1 November of 2019, right?</p> <p>2 A. Yes.</p> <p>3 Q. So there's no allegation that you contracted</p> <p>4 with Fundamental Sports Management, LLC before</p> <p>5 December of 2019, right?</p> <p>6 A. Yes.</p> <p>7 Q. 18 is another document. It's called a</p> <p>8 Certificate of Amendment. I'll represent to you that</p> <p>9 this is also filed with the Texas Secretary of State.</p> <p>10 It's when changes are made. And it was filed on</p> <p>11 November 29th, 2018. Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. And that's well before you ever had any</p> <p>14 contact with anyone regarding FSM, correct?</p> <p>15 A. Correct.</p> <p>16 Q. And it's well before you claim you had a</p> <p>17 contract with FSM, correct?</p> <p>18 A. Yes.</p> <p>19 Q. And this document makes changes. One of the</p> <p>20 changes was Grant Gaines was removed as a member and</p> <p>21 he was replaced with ROR-BRG Investments, right? Do</p> <p>22 you see that?</p> <p>23 A. Yes.</p> <p>24 Q. And Nicolas LaHood, one of the parties to</p> <p>25 this suit, was deleted as having any association with</p>	<p style="text-align: right;">115</p> <p>1 Nicolas LaHood into the lawsuit?</p> <p>2 A. Again, I defer to my representation and they</p> <p>3 made those decisions.</p> <p>4 Q. Well, you have never spoken with Nicolas</p> <p>5 LaHood, have you?</p> <p>6 A. No.</p> <p>7 Q. And you didn't contract with Nicolas LaHood,</p> <p>8 did you?</p> <p>9 A. No.</p> <p>10 Q. You contracted with FSM, right?</p> <p>11 A. Correct.</p> <p>12 Q. And same thing, you never contracted with</p> <p>13 Grant Gaines or ROR-BRG Investments, LLC, did you?</p> <p>14 A. No.</p> <p>15 Q. You contracted with FSM?</p> <p>16 A. Correct.</p> <p>17 Q. You never contract with Rahul Patel</p> <p>18 individually, you contracted with FSM, didn't you?</p> <p>19 A. Correct.</p> <p>20 Q. So insofar as you're claiming there was a</p> <p>21 breach of your contract, the party with whom you had</p> <p>22 the contract was FSM, right?</p> <p>23 A. Correct.</p> <p>24 Q. Tell me what it is that you believe FSM did</p> <p>25 that renders it liable to you in connection with the</p>
<p style="text-align: right;">114</p> <p>1 the company. Do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. Were you aware of this document at the time</p> <p>4 that you filed your lawsuit over in state court?</p> <p>5 A. No.</p> <p>6 Q. Were you aware of this document at the time</p> <p>7 that you filed your wage claim with the Texas</p> <p>8 Workforce Commission?</p> <p>9 A. No.</p> <p>10 Q. Would you agree with me because Nicolas</p> <p>11 LaHood was removed as being associated with the</p> <p>12 company at least a year before you ever performed</p> <p>13 services for FSM, you shouldn't have named him as a</p> <p>14 defendant in the lawsuit?</p> <p>15 MR. MURPHY: Objection, form, calls for</p> <p>16 or legal conclusion, but you can go ahead and answer.</p> <p>17 A. Luke, I'm not a lawyer. I defer to my</p> <p>18 representation with regards to all procedural elements</p> <p>19 of my lawsuit. So I can't speak to that. I left it</p> <p>20 in their hands and I do trust them to still leave it</p> <p>21 in their hands. So I'm not familiar with any of this</p> <p>22 stuff nor how it works.</p> <p>23 Q. (BY MR. BESHARA) That's fair enough. You</p> <p>24 know, I know you're not trained as a lawyer. Can you</p> <p>25 tell me why you thought it was appropriate to bring</p>	<p style="text-align: right;">116</p> <p>1 lawsuit? What happened? What's your -- what are the</p> <p>2 facts underlying your claims?</p> <p>3 A. I didn't get paid for my reimbursement. I</p> <p>4 didn't get compensated for that, and the facts are I</p> <p>5 have no records of ever being compensated. I didn't</p> <p>6 get compensated for my work with them until several</p> <p>7 months later after I filed the lawsuit for some of the</p> <p>8 wages for work performed as well as for the rest of my</p> <p>9 contract.</p> <p>10 I was offered a position with the company</p> <p>11 on a three-month trial initially, which I rejected</p> <p>12 because I said I would like to work with this company</p> <p>13 and for everybody to be, you know, essentially all in,</p> <p>14 but based on the timeline that Rahul and Matt</p> <p>15 maintained, it seems like they fired me pretty close</p> <p>16 to the exact date of three months, which is not</p> <p>17 something that I agreed to. And that timeline aligns</p> <p>18 with what they have done to other people within their</p> <p>19 company, and it seems like they just wanted to promise</p> <p>20 me a lot and commit to me for a year, but in the back</p> <p>21 of their mind, to use your verbiage, secretly believe</p> <p>22 that they could just try me out for three months and</p> <p>23 if the -- if it wasn't to their satisfaction, if it</p> <p>24 wasn't going to be a big, you know, haul for them</p> <p>25 clientwise, then they could just terminate me and</p>

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<p style="text-align: right;">117</p> <p>1figure out a way to get out from under the contract 2and --</p> <p>3 Q. And by the contract you mean that Exhibit 3 4that we have looked at time and again?</p> <p>5 A. Something similar to that, yeah. Yeah, I'm 6not sure if that's the one again, but something 7similar to the agreement we had, which was that I 8would be employed for a year.</p> <p>9 Q. Yeah, I see that, but we've already 10established that neither you nor FSM ever signed this 11version of the independent contractor agreement or any 12other version for that matter, correct?</p> <p>13 A. Correct.</p> <p>14 Q. Why didn't you sign it?</p> <p>15 A. I didn't have a copy that had no draft 16watermark until much later. And when I did, I 17discussed a couple of changes with Rahul and he said 18he would get those to me and then we could execute. 19And it was just dragged along. And this was 20actually -- this was an expectation in a way that they 21would you drag it along because I was told the same by 22another one of their employees that they had done the 23same thing to him, that he had to hire -- at the end, 24he had to hire an attorney to handle it because he 25thought they were playing games with him as well.</p>	<p style="text-align: right;">119</p> <p>1with me because I'm going to ask you about each of 2these things.</p> <p>3 A. Sure.</p> <p>4 Q. So the employment contract provided you were 5hired for a one-year duration?</p> <p>6 A. Yes.</p> <p>7 Q. We saw that in paragraph 2 of Exhibit 3, 8correct?</p> <p>9 A. That's correct.</p> <p>10 Q. And that's where you got the information one 11year even though this not signed and might be a 12different version ultimately the versions did have the 13one-year term in them, right?</p> <p>14 A. I got the information from this as well as 15multiple conversations and communications between 16myself, Matt, and Rahul.</p> <p>17 Q. The agreement also provided you would be 18reimbursed for expenses; is that true?</p> <p>19 A. That's true.</p> <p>20 Q. And that's consistent with what we saw in 21paragraph 5 of Deposition Exhibit 3, correct?</p> <p>22 A. Yes.</p> <p>23 Q. And that's where you pulled that information 24from, isn't it?</p> <p>25 A. That was just a discussion we had. I don't</p>
<p style="text-align: right;">118</p> <p>1 Q. Who told you that?</p> <p>2 A. Colin Bryant.</p> <p>3 Q. So Colin told you that. Which doesn't make 4any sense to me if you had been warned that FSM might 5do this, why didn't you insist on this contract being 6signed by both parties and delivered?</p> <p>7 A. I did. I sent several text messages, made 8several phone calls. It's all in the regard, you 9know, asking, hey, can we please take care of this, 10can we please take care of it. And every time that I 11requested it, it was an excuse. This person is 12traveling. This person is busy. This person has 13this, this person has a family obligation. And this 14went on for, like I said, throughout the course of 15more than three months.</p> <p>16 Q. But at the end of the day, ultimately no 17contract was ever signed despite your request, right?</p> <p>18 A. Correct.</p> <p>19 Q. And notwithstanding you want to enforce this 20written contract that wasn't signed either by FSM or 21you? Isn't that what you are trying to do in this 22lawsuit?</p> <p>23 A. Yes.</p> <p>24 Q. We're going to come back over to Exhibit -- 25oh, shoot -- Exhibit 2. You can just follow along</p>	<p style="text-align: right;">120</p> <p>1remember this component being the agreement but -- 2because I don't remember much about the agreement, but 3that was also part of the reasons why -- one of the 4reasons why I agreed to work with FSM was the \$5,000 5expense allotment.</p> <p>6 Q. Okay. You were hired to perform services for 7FSM under the managing members' direction and control; 8is that true?</p> <p>9 A. Yes, under the managing members' directors 10and control.</p> <p>11 Q. Okay. Who are the managing members?</p> <p>12 A. To my knowledge, it was Matt, Matt Fossey, 13Rahul Patel, Grant Gaines, Amit Mehta who I also kept 14in touch with and had some correspondence with, and a 15couple of other parties that I was not -- whose 16identifies I was not keen to nor notified of, but 17there was a board of advisors and investors and 18decisionmakers.</p> <p>19 Q. Well, Mr. Zokaei, we talked about this 20earlier and you told me that you consistent with what 21we saw in Deposition Exhibit 3 reported to Mr. Patel 22and I asked anybody else and you told me Colin Bryant. 23That's who you reported to, correct?</p> <p>24 A. No, I never said I reported to Colin Bryant. 25I said I reported to Matt and Rahul.</p>

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<p style="text-align: right;">121</p> <p>1 Q. Okay.</p> <p>2 A. That's true, but I was also informed that</p> <p>3 there was other parties making decisions.</p> <p>4 Q. Okay. Did you have any conversations with</p> <p>5 those persons personally?</p> <p>6 A. Yes.</p> <p>7 Q. Who?</p> <p>8 A. I had conversations with Matt Fossey. I had</p> <p>9 conversations with Grant Gaines. I had conversations</p> <p>10 with Amit Mehta.</p> <p>11 Q. Okay. What did Grant Gaines tell you to do?</p> <p>12 A. He didn't tell me specifically anything to</p> <p>13 do, but he was just somebody I had a conversation with</p> <p>14 that I was told was one of the decision-makers and</p> <p>15 investors in the company.</p> <p>16 Q. So he never instructed you to do any work,</p> <p>17 did he?</p> <p>18 A. No. Not specifically, no.</p> <p>19 Q. Not at all?</p> <p>20 A. Not at all, no.</p> <p>21 Q. He didn't tell you what to do, right?</p> <p>22 A. No. Correct.</p> <p>23 Q. Matt Fossey and Rahul Patel would coordinate</p> <p>24 with you and that's who you had your discussions with</p> <p>25 regarding the work you were performing for Fundamental</p>	<p style="text-align: right;">123</p> <p>1 be working together.</p> <p>2 Q. Okay. So you cannot tell the jury that Amit</p> <p>3 told you to do anything with respect to services to be</p> <p>4 performed for FSM, right?</p> <p>5 A. I don't remember him -- I don't remember that</p> <p>6 conversation, specifically what it entailed or all of</p> <p>7 it that it entailed.</p> <p>8 Q. Okay. So you can't tell the jury that he</p> <p>9 told you to do anything? Since you can't remember</p> <p>10 what it was, you can't tell the jury?</p> <p>11 A. That's correct. Yes, that would be a good</p> <p>12 assumption.</p> <p>13 Q. All right. And we have already established</p> <p>14 Grant never told you to perform services for FSM?</p> <p>15 A. That's correct.</p> <p>16 Q. What about -- what about this -- oops, hold</p> <p>17 on. What about this entity ROE-BRG Investments, LLC?</p> <p>18 What did they tell you to do in terms of performance</p> <p>19 services for FSM?</p> <p>20 A. I'm not sure what that entity is or who</p> <p>21 was...</p> <p>22 Q. Wouldn't it be safe to say then if you don't</p> <p>23 even know who they are, nobody ever told you to</p> <p>24 perform services on their behalf, right?</p> <p>25 A. That's correct.</p>
<p style="text-align: right;">122</p> <p>1 Sports Management, right?</p> <p>2 A. That's correct.</p> <p>3 Q. Now, tell me about your conversations with</p> <p>4 Amit. What did Amit tell you to you do in connection</p> <p>5 with your work for FSM?</p> <p>6 A. Oh, I just, you know, expressed my, you know,</p> <p>7 gratitude for him being part of the company. He</p> <p>8 expressed the same. He said -- from what I recall I</p> <p>9 said, you know, look forward to meeting you in person</p> <p>10 just as I said that to Matt and, you know, just...</p> <p>11 Q. My question is, what did he tell you to do in</p> <p>12 terms of performing services for --</p> <p>13 A. I don't remember specifically, but there was</p> <p>14 some things that he told me.</p> <p>15 Q. Okay. You can't -- what did he tell you?</p> <p>16 That's what I've got to know.</p> <p>17 A. Right. We had one conversation and we had</p> <p>18 one exchange. That was it. So I don't remember.</p> <p>19 Q. Okay. Was it via telephone or via text,</p> <p>20 e-mail, what?</p> <p>21 A. I believe it was via text.</p> <p>22 Q. Okay. And did he give you instructions on</p> <p>23 what to do in terms of performing services for FSM?</p> <p>24 A. I don't remember what the context of our</p> <p>25 conversation was beyond just, you know, it's great to</p>	<p style="text-align: right;">124</p> <p>1 Q. Nicolas LaHood, you never even spoke to him,</p> <p>2 did you?</p> <p>3 A. No, I did not.</p> <p>4 Q. Because he hadn't been associated with the</p> <p>5 company for at least a year before you even contacted</p> <p>6 Rahul, right? We saw that in Exhibit 18?</p> <p>7 A. Mr. Patel -- Rahul mentioned him during the</p> <p>8 time of my employment as somebody that was involved</p> <p>9 with FSM.</p> <p>10 Q. Yeah, but you never had a conversation with</p> <p>11 Mr. LaHood ever, did you?</p> <p>12 A. No. Never, no.</p> <p>13 Q. And because of that you can confirm to the</p> <p>14 jury that Mr. LaHood never told you to perform</p> <p>15 services on behalf of FSM?</p> <p>16 A. That is correct.</p> <p>17 Q. You know, I'm an attorney. I know how this</p> <p>18 stuff works, but I'm looking at this statement in</p> <p>19 paragraph 11 of Deposition Exhibit 2 where you say</p> <p>20 that FSM, ROE, Rahul Patel, Grand Gaines and Nicolas</p> <p>21 LaHood specialize in NBA agent representation, sports</p> <p>22 marketing, brand development, legal representation,</p> <p>23 contract negotiations, and endorsements. Do you see</p> <p>24 that?</p> <p>25 A. Yes.</p>

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<p style="text-align: right;">125</p> <p>1 Q. You don't have any basis to claim that 2 Nicolas LaHood specializes in any of those things, do 3 you?</p> <p>4 A. No.</p> <p>5 Q. And same thing with ROE-BRG Investments. No 6 basis to make that statement because you don't even 7 know who they are, right?</p> <p>8 A. Correct.</p> <p>9 Q. Grant Gaines is an attorney for FSM, but he 10 never gave you any instructions with respect to your 11 work as a sports agent, right?</p> <p>12 A. No.</p> <p>13 Q. That's not correct?</p> <p>14 A. No, that's true. He did not.</p> <p>15 Q. Okay. Rahul Patel would give you 16 instructions, right?</p> <p>17 A. Yes.</p> <p>18 Q. And Matt Fossey would give you instructions?</p> <p>19 A. That is correct.</p> <p>20 Q. And they did so as officers of FSM, right?</p> <p>21 A. I don't know what capacity they served, but 22 they were telling me what to do.</p> <p>23 Q. And your contract was this FSM according to 24 you, right?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">127</p> <p>1 Exhibit 11. You don't need to pull it up. It's going 2 to be fast. Does this refresh your recollection as to 3 what Rahul's role was with FSM?</p> <p>4 A. Yes.</p> <p>5 Q. So what did you understand Rahul to be with 6 respect to FSM?</p> <p>7 A. One of the principals there.</p> <p>8 Q. I mean, what's his title?</p> <p>9 A. CEO and NBPA license agent.</p> <p>10 Q. Okay. We have already established that ROE, 11 Grant Gaines, and Nicolas LaHood didn't exercise any 12 control or supervision over you, you just didn't have 13 any dealings with them, did you?</p> <p>14 A. Grant Gaines and Nicolas LaHood, that's 15 correct.</p> <p>16 Q. And the entity, this ROE entity?</p> <p>17 A. Right.</p> <p>18 Q. So that part probably needs to be corrected, 19 but it is your testimony that Rahul and Matt Fossey on 20 behalf of FSM did have control and supervision over 21 your job duties, correct?</p> <p>22 A. Yes.</p> <p>23 Q. You've already told me -- well, you told me 24 they didn't provide you an explanation for why you 25 were terminated?</p>
<p style="text-align: right;">126</p> <p>1 Q. So when they were telling you to do stuff for 2 FSM, they were acting on behalf of FSM, right?</p> <p>3 A. They were representing themselves as agents 4 for FSM at that point, yes.</p> <p>5 Q. Well, I mean --</p> <p>6 A. Yeah.</p> <p>7 Q. You had no reason to dispute that Rahul --</p> <p>8 A. No.</p> <p>9 Q. -- is a representative of FSM, do you?</p> <p>10 A. No.</p> <p>11 Q. And Matt Fossey, what's his title?</p> <p>12 A. I don't know. He was -- I was told he was an 13 investor.</p> <p>14 Q. Did you exchange e-mails with the guy?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. Did he have an FSM e-mail address?</p> <p>17 A. I don't remember specifically what his 18 signature line was or where he was sending it from.</p> <p>19 Q. That's what I'm getting at. What about 20 Rahul? You got e-mails from Rahul?</p> <p>21 A. Yes, yes.</p> <p>22 Q. And Rahul is identified as what?</p> <p>23 A. I believe the CEO of FSM or the president, 24 the founder, an agent, yeah.</p> <p>25 Q. I'm going to pop us back over to Deposition</p>	<p style="text-align: right;">128</p> <p>1 A. They just said, like I mentioned, it was 2 chemistry issues.</p> <p>3 Q. Yeah, chemistry. And you told me that they 4 didn't pay you for some of the time that you worked 5 sending in April and we had that fight in front of the 6 Workforce Commission, didn't we?</p> <p>7 A. Before that Workforce Commission complaint, 8 they -- or around that time when they got notice of 9 it, they wired me money for partial payment.</p> <p>10 Q. In fact, they wired you -- it was an unusual 11 amount. It was over \$5,000. Do you remember that?</p> <p>12 A. I don't remember exactly the amount.</p> <p>13 Q. Yeah, I'm going to get you that amount.</p> <p>14 A. Okay.</p> <p>15 (Exhibit No. 19 marked.)</p> <p>16 Q. (BY MR. BESHARA) I posted Exhibit 19 to the 17 chat. I'm going to share my screen. There's not a 18 whole lot to this. This is a wire transfer receipt, 19 isn't it?</p> <p>20 A. Yes.</p> <p>21 Q. Do you agree that on or about June 24th, 2020 22 FSM wired you \$5,000.04?</p> <p>23 A. That's correct.</p> <p>24 Q. And you don't dispute that you received that, 25 do you?</p>

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<p style="text-align: right;">129</p> <p>1 A. I do not dispute that, no.</p> <p>2 Q. I'm going to upload Exhibit 20. I'm also</p> <p>3going to share the screen.</p> <p>4 (Exhibit No. 20 marked.)</p> <p>5 Q. (BY MR. BESHARA) I'll represent to you, Mr.</p> <p>6Zokaei, that this is a business record of Fundamental</p> <p>7Sports Management and it relates to payments that have</p> <p>8been made to you. Okay. We have the \$40,000. That's</p> <p>9for the promissory note. Really we should have</p> <p>10another \$10,000 on for the other promissory note,</p> <p>11right? It was funded, correct?</p> <p>12 A. Yes, that's correct.</p> <p>13 Q. Okay. But we're showing payments of -- it's</p> <p>14dated over in the first column and the second to last</p> <p>15column shows amounts. Do you see that?</p> <p>16 A. Yes.</p> <p>17 Q. Do you agree that FSM made each of these</p> <p>18payments to you on the date so indicated as well as</p> <p>19the \$10,000 payment they made on the first promissory</p> <p>20note?</p> <p>21 A. Sorry. I lost you there. It was frozen.</p> <p>22 Q. Okay. That's fine. I just wanted you to</p> <p>23confirm with me that you agree that FSM did, in fact,</p> <p>24make each of these payments to you on the date</p> <p>25indicated and the amount indicated on Deposition</p>	<p style="text-align: right;">131</p> <p>1 A. I don't remember about November.</p> <p>2 Q. You told me that you were talking to Rahul in</p> <p>3October and November and you started doing some work.</p> <p>4I think he asked you to help him with Instagram</p> <p>5verification in December. That was your testimony</p> <p>6earlier?</p> <p>7 A. Yes.</p> <p>8 Q. Is that right?</p> <p>9 A. Yes. That's what I remember, yes.</p> <p>10 Q. So are you claiming in this lawsuit that</p> <p>11you're owed money for December of 2019?</p> <p>12 A. No, I did not make that claim. The Texas</p> <p>13Workforce Commission rendered that decision.</p> <p>14 Q. Well, put that aside.</p> <p>15 A. Right.</p> <p>16 Q. I'm asking are you seeking --</p> <p>17 A. No.</p> <p>18 Q. -- those as damages in this lawsuit? You're</p> <p>19not?</p> <p>20 A. Not -- no. Not -- no.</p> <p>21 Q. Okay. What you're seeking in this lawsuit is</p> <p>22reimbursement of the expense, which is that \$11,500</p> <p>23figure we saw on your wage claim, right?</p> <p>24 A. Yes.</p> <p>25 Q. And then you believe you should also be paid</p>
<p style="text-align: right;">130</p> <p>1Exhibit 20?</p> <p>2 A. Yes.</p> <p>3 Q. In addition to those payments, there's an</p> <p>4additional \$10,000 payment that FSM made back in</p> <p>5December of 2019, and that's memorialized in that</p> <p>6promissory note, correct?</p> <p>7 A. That's correct.</p> <p>8 Q. And I think the reason why it doesn't show up</p> <p>9here is because this was a transaction report from</p> <p>10January through December and that first payment was</p> <p>11made in December of '19, right?</p> <p>12 A. Yes.</p> <p>13 Q. So -- and I remember you talking about</p> <p>14getting paid around the 22nd of January and then again</p> <p>15at the end of the month.</p> <p>16 A. Uh-huh.</p> <p>17 Q. And we see that reflected here?</p> <p>18 A. Yes.</p> <p>19 Q. In the first of those. And I think you said</p> <p>20you might have started doing some work for FSM in</p> <p>21December of 2019, right?</p> <p>22 A. Yes, I did start doing work for FSM in</p> <p>23December.</p> <p>24 Q. You -- but you didn't do work for it in</p> <p>25November, did you?</p>	<p style="text-align: right;">132</p> <p>1through a one-year period under your contract, right?</p> <p>2 A. Yes.</p> <p>3 Q. And you were only paid -- so if you started</p> <p>4doing work in December, then we would be paying you</p> <p>5through November 30th of 2020, right?</p> <p>6 A. Yes.</p> <p>7 Q. And we only paid you through the end of April</p> <p>8of 2020, right?</p> <p>9 A. Yes.</p> <p>10 Q. So then we're looking at May, June, July,</p> <p>11August, September, October, November. So seven months</p> <p>12is what you're claiming is your damages, right?</p> <p>13 A. My damages are for -- based on the lawsuit</p> <p>14through the end of December.</p> <p>15 Q. I don't get it. Why?</p> <p>16 A. Because subsequent to the filing of the</p> <p>17lawsuit is when there was a determination made that I</p> <p>18was also due monies for December, but my agreement and</p> <p>19understanding with FSM was to be employed through the</p> <p>20end of December.</p> <p>21 Q. You agree with me that you are claiming you</p> <p>22had a one-year contract, right?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. And you have also told me that you</p> <p>25started working in December of 2019, right?</p>

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<p style="text-align: right;">133</p> <p>1 A. Yes, yes.</p> <p>2 Q. So we'll let the Court sort that out when the</p> <p>3 year begins and ends.</p> <p>4 A. No problem.</p> <p>5 Q. You're seeking payment of \$12,500 per month</p> <p>6 for however long the Court determines that contract,</p> <p>7 if any, was to run through, right?</p> <p>8 A. Yes, yes.</p> <p>9 Q. I'm coming back over to Exhibit 3,</p> <p>10 Mr. Zokaei.</p> <p>11 A. Okay.</p> <p>12 Q. Can you see that?</p> <p>13 A. Yes.</p> <p>14 Q. What does Exhibit A demonstrate?</p> <p>15 A. List of clients that I represented and also a</p> <p>16 list of clients that I was recruiting or I had</p> <p>17 contacts with.</p> <p>18 Q. Okay. And this Exhibit A references a</p> <p>19 Mitchell Robinson. Were you representing Mitchell</p> <p>20 Robinson?</p> <p>21 A. I'm sorry?</p> <p>22 Q. Did you represent Mitchell Robinson?</p> <p>23 A. Yes.</p> <p>24 Q. Who is Mr. Mitchell Robinson?</p> <p>25 A. He is a player, a basketball player in the</p>	<p style="text-align: right;">135</p> <p>1 A. No, he's not.</p> <p>2 Q. Okay. And did you fire him or did he fire</p> <p>3 you?</p> <p>4 A. He fired me.</p> <p>5 Q. When did he fire you?</p> <p>6 A. It was shortly after Rahul and I returned</p> <p>7 from a trip. We returned I think around the 26th or</p> <p>8 27th and sometime I think in the end of January or</p> <p>9 early February was when I was notified by somebody in</p> <p>10 his party that he was firing me and then it was</p> <p>11 confirmed.</p> <p>12 Q. So towards the end of January, the beginning</p> <p>13 of February is when you heard?</p> <p>14 A. Yeah, yes.</p> <p>15 Q. Okay. Was it before or after February 1st?</p> <p>16 A. I don't remember.</p> <p>17 Q. I'm looking at an article that says that</p> <p>18 Robinson has fired his latest rep, Mayar Zokaei -- or</p> <p>19 Mayar Zokaei. It's from an article dated February</p> <p>20 6th, 2020. Does that refresh your recollection?</p> <p>21 A. It was before that. That was, like, a</p> <p>22 deadline, like a significant deadline in the NBA. So</p> <p>23 you'll see a lot of changes with regards to teams or</p> <p>24 players or whatnot. So that article was pretty much</p> <p>25 around the same time and came out obviously subsequent</p>
<p style="text-align: right;">134</p> <p>1 NBA.</p> <p>2 Q. Who does he play for?</p> <p>3 A. The New York Knicks currently.</p> <p>4 Q. Who was he playing for back in this time</p> <p>5 frame of the end of 2019 and the beginning of 2020?</p> <p>6 A. The New York Knicks.</p> <p>7 Q. So he has been playing with them since that</p> <p>8 time?</p> <p>9 A. Yes.</p> <p>10 Q. Was he signed by the New York Knicks when he</p> <p>11 became eligible?</p> <p>12 A. Yes, drafted by them, yes.</p> <p>13 Q. How did you develop your relationship with</p> <p>14 Mitchell Robinson?</p> <p>15 A. I reached out to a family member and</p> <p>16 expressed my interest in representing him because I</p> <p>17 heard that he had no representation at the time.</p> <p>18 Q. When did you sign an SPAC with Mitchell</p> <p>19 Robinson?</p> <p>20 A. Sometime in January or February of 2019,</p> <p>21 around that time.</p> <p>22 Q. So by the time you came over to FSM, he had</p> <p>23 been a client of yours for less than a year?</p> <p>24 A. Approximately a year, yeah.</p> <p>25 Q. Is he still your client?</p>	<p style="text-align: right;">136</p> <p>1 to the news I was fired.</p> <p>2 Q. Well, I mean, did you find out via the news</p> <p>3 or via Mitchell or via one of Mitchell's --</p> <p>4 A. No, I found out before the news.</p> <p>5 Q. Okay. And so you found out probably in late</p> <p>6 January that he was you firing you?</p> <p>7 A. I don't remember exactly. It was either late</p> <p>8 January -- but I'm pretty sure it was close to the --</p> <p>9 to maybe within a couple of days of that before coming</p> <p>10 out.</p> <p>11 Q. Okay. And what reason did Mitchell give you</p> <p>12 for terminating him?</p> <p>13 A. I was never able to confirm with him at the</p> <p>14 time because I was never able to reach him.</p> <p>15 Q. Okay. Well, I'm not talking about confirm at</p> <p>16 the time. What about now? Have you since learned why</p> <p>17 he fired you?</p> <p>18 A. Yes, we had a discussion and it was because</p> <p>19 of some false representations made to him by a family</p> <p>20 member or confidant.</p> <p>21 Q. Okay. What false representations were those?</p> <p>22 A. That I took a jersey or some of his shoes and</p> <p>23 I sold them.</p> <p>24 Q. Okay. Well, where would you have stolen them</p> <p>25 from?</p>

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<p style="text-align: right;">137</p> <p>1 A. Sold them. Sold them. That I had an 2autograph or jersey and whatnot. It was -- whatever 3it was at the time, I proved to him that it was not 4true and we were going to reconcile. 5 Q. And did you? 6 A. We -- reconciled with me until the lawsuit 7that Rahul filed against me came out in the news 8making the frivolous allegations, which -- and he was 9prime to fire his representation. I drew up the 10termination letter that he requested of me to fire his 11representation at the time in order to hire me, but 12once those allegations came out, it caused, you know, 13an adverse effect on our relationship and it just 14stymied and destroyed my chances of representing him. 15 Q. Okay. 16 A. But -- yeah. 17 Q. Do you use Twitter? 18 A. Yes. 19 Q. What Twitter handles do I have? 20 A. I have zokaeiworld, which is referenced 21there. 22 Q. What else? 23 A. That's the only one that's my account. 24 Q. Okay. What other Twitter accounts have you 25published content on or used to publish content on?</p>	<p style="text-align: right;">139</p> <p>1 Q. Do you dispute on January 10 you posted -- 2you retweeted a post about Mitchell Robinson shooting 3and training corner threes before the Knicks game 4tonight against the Pelicans on January 10th and 5stated, all fucking day @23savage? 6 A. I don't recall that specific Tweet. There's 7a lot of Tweets and it's been, you know, more than a 8year so I don't specifically recall that. 9 Q. You're not -- I can look at you right now. 10You're not surprised that I'm asking about using 11expletives in Tweets. You just explained to me that 12you think it's common and acceptable, right? 13 A. I said not uncommon. 14 Q. Okay. Do you think it's acceptable to 15publish Tweets with expletives? 16 A. Within the context of promoting your client, 17something where, hey, he is doing this, great F'ing 18job, I don't think -- you're asking my opinion? 19 Q. Yeah. 20 A. In that context, no, there is nothing wrong 21with it. 22 Q. So you don't think that shows a lack of a 23professionalism in a professional industry such as 24yours? 25 A. No.</p>
<p style="text-align: right;">138</p> <p>1 A. This is the only one that I publish content 2on. 3 Q. What other accounts have you directed others 4to publish content on? 5 A. I don't direct anybody to publish content on 6any other accounts. In the course of my work, working 7with journalists, sometimes we will provide, like, a 8tip of, hey, this guy is going to be appearing at this 9event or whatnot or this guy is signing a shoe deal. 10So I provide information, but I don't direct anybody 11to provide -- to post anything. 12 Q. Okay. Do you ever publish tweets on your 13official account of @zokaeiworld that contain 14expletives? 15 A. I don't recall doing so. 16 Q. Do you think that's professional to do so? 17 A. Twitter is a platform where you can be raw so 18it's -- you know, it's not uncommon for sometimes raw 19language to come out on Twitter. 20 Q. Do you see other NBA agents using expletives 21in their Tweets? 22 A. Yes. 23 Q. Okay. Tell me who does that besides you. 24 A. I don't recall right now, but not uncommon to 25see that. I can give you...</p>	<p style="text-align: right;">140</p> <p>1 Q. Who is the biggest NBA agent out there? 2 A. I'm not -- you know, I don't gauge or rank 3them so I wouldn't know. 4 Q. Tell me some big names out there. 5 A. Bernard Lee. He represents Jimmy Butler, 6some other clients. You know, agencies, you know, 7Rich Paul. There is, you know, a list that you can 8pull up of agents such as Bernard Lee and Rich Paul. 9 Q. Have you ever seen Bernard Lee and Chris Paul 10post expletive-laden Tweets about their clients? 11 A. This was not about my client. It was in 12reference to, but, yes, I have seen them post, yes. 13 Q. Give me an example. 14 A. What is it? 15 Q. Give me an example of them using expletives 16in publicly posted Tweets. 17 A. I give you the name of the agent, Bernard 18Lee. So you can go on his profile in Twitter, yeah. 19 Q. Give me an example. Are you guessing? 20 A. I don't -- no, I have seen them. Sometimes 21it comes across. So I don't specifically memorize 22Tweets by other agents, but it is -- you know, if you 23search Bernard Lee on Twitter or somebody, you can see 24it's not uncommon for agents that represent superstar 25athletes or big time agents, to use your verbiage, do</p>

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<p style="text-align: right;">141</p> <p>1so.</p> <p>2 Q. Okay. Have you ever made threats on your</p> <p>3Twitter to stop spreading fallacies about Mitchell</p> <p>4Robinson or else you would start spreading the truth</p> <p>5about them?</p> <p>6 A. It's not a threat. Just that I don't</p> <p>7appreciate anybody talking and making false statements</p> <p>8about my clients or else I would expose the truth</p> <p>9about them and what their agenda is.</p> <p>10 Q. Okay. You told me you went to the NBA</p> <p>11All-Star weekend in Chicago, right?</p> <p>12 A. Yes, that's correct.</p> <p>13 Q. While you were still with FSM?</p> <p>14 A. Yes.</p> <p>15 Q. Who else was there on behalf of FSM?</p> <p>16 A. It was Colin Bryant was the other agent and</p> <p>17Frank -- Frank Robinson who was a runner for FSM.</p> <p>18 Q. Did you have another client named Kenny that</p> <p>19you lost besides Mitchell?</p> <p>20 A. Who?</p> <p>21 Q. Someone by the name of Kenny?</p> <p>22 A. Yes.</p> <p>23 Q. Who was that?</p> <p>24 A. Kenny Wooten.</p> <p>25 Q. When you lost -- why did Kenny fire you?</p>	<p style="text-align: right;">143</p> <p>1 Q. Was it warm? Was it friendly?</p> <p>2 A. I hadn't known him for that long, but, yeah,</p> <p>3it was friendly, personal.</p> <p>4 Q. You would disagree that he disliked you?</p> <p>5 A. Yes, I would disagree that he disliked me.</p> <p>6 Q. Would you disagree that if someone said that</p> <p>7you didn't understand the dynamics between an agent</p> <p>8and a team is a working relationship?</p> <p>9 A. I'm sorry.</p> <p>10 Q. Would you disagree if I told you that you</p> <p>11don't understand the agent/team dynamics is a working</p> <p>12relationship?</p> <p>13 A. I disagree with that, yes.</p> <p>14 Q. So you understand that it's important for the</p> <p>15agent to get along with the team, including the office</p> <p>16staff?</p> <p>17 A. Correct.</p> <p>18 Q. Let me make sure I understood that. You</p> <p>19agree that it's important for you to get along with</p> <p>20those people in the front office?</p> <p>21 A. Yes.</p> <p>22 Q. And your position is that Scott Perry liked</p> <p>23you, right?</p> <p>24 A. I have no reason to believe that he disliked</p> <p>25me.</p>
<p style="text-align: right;">142</p> <p>1 A. He fired me because his Godfather was not in</p> <p>2alignment with him switching representation to me to</p> <p>3have me represent him, and when he found out, he told</p> <p>4him to be represented by anybody but the person who</p> <p>5had initially signed him.</p> <p>6 Q. Okay. So you disagree that it was your</p> <p>7inexperience and lack of professionalism that cost you</p> <p>8Mitchell and Kenny?</p> <p>9 A. It's not what they say. It's what they would</p> <p>10say. I secured Kenny a new contract and he fired me</p> <p>11the day that I secured him the new contract.</p> <p>12 Q. I know, but I'm asking.</p> <p>13 A. Oh, yeah, I disagree, yes.</p> <p>14 Q. Disagree with that?</p> <p>15 A. Patently false.</p> <p>16 Q. Do you know someone named Scott Perry?</p> <p>17 A. Yes.</p> <p>18 Q. Who is he?</p> <p>19 A. He is the general manager for the Knicks.</p> <p>20 Q. The same team that Mitchell Robinson played</p> <p>21for?</p> <p>22 A. Yes.</p> <p>23 Q. How would you describe your relationship with</p> <p>24Scott Perry?</p> <p>25 A. It was a working relationship.</p>	<p style="text-align: right;">144</p> <p>1 Q. Do you have any reason to believe whether or</p> <p>2not it was his opinion that you viewed the front</p> <p>3office of the Knicks organization as the enemy?</p> <p>4 A. No.</p> <p>5 Q. Would you be surprised to learn that the</p> <p>6Knicks front office are the ones who visited with</p> <p>7Mitchell about the problems they had with you and</p> <p>8suggested that he terminate you?</p> <p>9 A. Yes.</p> <p>10 Q. You never heard that?</p> <p>11 A. No.</p> <p>12 Q. Have you ever publicly called out the Knicks</p> <p>13organization via Twitter?</p> <p>14 A. No.</p> <p>15 Q. You haven't?</p> <p>16 A. No.</p> <p>17 Q. So if I go look in January on your Twitter</p> <p>18feed, I'm not going to see anything where you slammed</p> <p>19the Knicks organization?</p> <p>20 A. In January of when?</p> <p>21 Q. 2020.</p> <p>22 A. I don't recall. I don't recall ever doing</p> <p>23that, not my memory.</p> <p>24 Q. Not to your memory?</p> <p>25 A. No.</p>

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<p style="text-align: right;">145</p> <p>1 Q. You have no idea -- you're telling the jury 2 you have no idea that it's those events that led up to 3 the culmination of Mitchell Robinson terminating you? 4 A. I already explained to you why he terminated 5 me. 6 Q. I know what you said. I'm asking you now 7 that I'm giving you this information. 8 A. Oh, no, no. Do I want to change my words? 9 Is that what you said? 10 Q. Yeah, do you want to change them? 11 A. No, no. 12 Q. Do you know any sportswriters that cover the 13 Knicks? 14 A. Yes. 15 Q. Who? 16 A. There's a -- probably a dozen of them. 17 Q. Let's start with a guy named Mitch Berman -- 18 or Mark Berman. 19 A. Oh, yes, yes. 20 Q. Do you know him? 21 A. Yes. 22 Q. And he covers the Knicks? 23 A. That's correct. 24 Q. What paper does he write for? 25 A. One of the New York dailies in New York. I</p>	<p style="text-align: right;">147</p> <p>1 Q. The ones you described to me, are there any 2 others that you have ever used or caused to be used to 3 publish content at your direction? 4 A. No. 5 Q. Do you recall having discussions with Colin 6 Bryant during All-Star weekend regarding your use of 7 these burner or bogus social media accounts? 8 A. Yes. 9 Q. Do you recall admitting that you used them, 10 but then trying to explain why it was okay for you to 11 have done so? 12 A. I did not admit to using any such accounts. 13 Q. You didn't? 14 A. No. 15 Q. Okay. Would you want to admit to it right 16 now? 17 A. I did not use nor do I use any such accounts. 18 Q. You have never done that? 19 A. No. 20 Q. What if Mark Berman says that he has the 21 evidence tying you to these accounts? Would you be 22 surprised by that? 23 A. Yes. 24 Q. Would you be nervous if we were to present 25 that evidence from Mark Berman?</p>
<p style="text-align: right;">146</p> <p>1 believe it's The Daily News. 2 Q. Okay. How would you describe your 3 relationship with Mark Berman? 4 A. It's great. 5 Q. Really? 6 A. Yes. He just messaged me the other day. 7 Q. What other social media accounts do you use 8 besides Twitter? Do you have Instagram? 9 A. Facebook occasionally. 10 Q. Okay. And what is your -- what handles do 11 you have on Facebook? Do you have more than one? 12 A. Facebook and Instagram is just myself. 13 Q. Well, what is it? 14 A. Mayar Zokaei. 15 Q. Okay. Anything else? 16 A. No. 17 Q. Have you ever used what are sometimes called 18 burner social media accounts or bogus social media 19 accounts to slam or -- disparage is probably the 20 better word -- disparage other sports agents? 21 A. No. 22 Q. Have you ever used any burner or bogus social 23 media accounts besides the ones you have told me? 24 A. Besides my own personal accounts under my 25 name, no.</p>	<p style="text-align: right;">148</p> <p>1 A. No. 2 Q. No? 3 A. No. 4 Q. Would you deny that it was you behind those 5 accounts? 6 A. I have never used bogus social media 7 accounts. 8 Q. And you never admitted that to Colin Bryant 9 during NBA All-Star weekend? 10 A. Absolutely not. 11 Q. Do you know someone named Dennis Smith, Jr.? 12 A. Yes. 13 Q. Who is Dennis Smith, Jr.? 14 A. He is a player that plays in the NBA. 15 Q. Yeah? 16 A. Yes. 17 Q. Okay. Do you know a guy named Shawn Farmer? 18 A. Yes. We discussed him already. 19 Q. I don't remember. Who is Shawn Farmer? 20 A. He's a trainer. 21 Q. Oh, you never gave me his name I don't think. 22 So Shawn Farmer is the trainer for Chris Silva? 23 A. Yes. 24 Q. Okay. Did you have occasion to visit with 25 Shawn Farmer during the NBA All-Star weekend in 2020?</p>

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<p style="text-align: right;">149</p> <p>1 A. Yes.</p> <p>2 Q. Did Shawn Farmer have his son with him when</p> <p>3 you met with him?</p> <p>4 A. He does not have a son. His son was not with</p> <p>5 him at that time.</p> <p>6 Q. Does he not have a son or his son wasn't with</p> <p>7 him?</p> <p>8 A. He has an older son, but that -- I have never</p> <p>9 met before, but was not with him at the time.</p> <p>10 Q. Did you promise Shawn Farmer to get him and</p> <p>11 his son tickets to the NBA All-Star weekend?</p> <p>12 A. I did not make any promises to Mr. Farmer and</p> <p>13 his son.</p> <p>14 Q. Who did you make promises to?</p> <p>15 A. Mr. Farmer asked me for a ticket to a special</p> <p>16 event at the All-Star game.</p> <p>17 Q. Okay. Did you tell him you were going to get</p> <p>18 those tickets?</p> <p>19 A. Yes.</p> <p>20 Q. Did you get those tickets?</p> <p>21 A. Yes, I did.</p> <p>22 Q. Okay. Was Colin Bryant present when Shawn</p> <p>23 Farmer told you that he went to pick up the tickets</p> <p>24 but they weren't there?</p> <p>25 A. I provided a ticket for Colin Bryant to</p>	<p style="text-align: right;">151</p> <p>1 Shawn asked you to respect that kid the same way you</p> <p>2 would respect your own kids?</p> <p>3 A. Yeah, he never said that.</p> <p>4 Q. No? Did you ever project that Mitchell</p> <p>5 Robinson would end up in Dallas?</p> <p>6 A. Did I ever...</p> <p>7 Q. Did you ever publicly state your belief that</p> <p>8 Mitchell Robinson would end up in Dallas with the</p> <p>9 Mavericks?</p> <p>10 A. I don't recall doing so.</p> <p>11 Q. Did you ever think that was going to happen</p> <p>12 privately?</p> <p>13 A. Yes. Potential for him to be, you know, with</p> <p>14 a lot of teams that would have a need for a player</p> <p>15 like him.</p> <p>16 Q. Okay. Did you ever disparage management with</p> <p>17 the New York Knicks publicly?</p> <p>18 A. I'm sorry. What was that?</p> <p>19 Q. Did you ever publicly disparage management</p> <p>20 with the New York organization?</p> <p>21 A. No.</p> <p>22 Q. Did you ever publicly disparage management</p> <p>23 with the Dallas Mavericks?</p> <p>24 A. No.</p> <p>25 Q. So all these things people are making up</p>
<p style="text-align: right;">150</p> <p>1 attend the same event.</p> <p>2 Q. That's not my question, sir. Was Colin</p> <p>3 Bryant present when Shawn Farmer told you that he went</p> <p>4 to pick up the tickets and they weren't there?</p> <p>5 A. Shawn Farmer never told me that he went to</p> <p>6 pick up any tickets and they weren't there.</p> <p>7 Q. Okay.</p> <p>8 A. Not to my memory.</p> <p>9 Q. Was there a roughly 12-year-old boy present</p> <p>10 with Shawn Farmer?</p> <p>11 A. Yes.</p> <p>12 Q. -- at the time?</p> <p>13 Who was the boy?</p> <p>14 A. He was the child of a friend.</p> <p>15 Q. Of whose?</p> <p>16 A. Of Shawn Farmer.</p> <p>17 Q. Okay. So Shawn Farmer didn't have his own</p> <p>18 12-year-old son there, he had his friend's 12-year-old</p> <p>19 son with him, correct?</p> <p>20 A. Yes.</p> <p>21 Q. And consistent with what I saw in your</p> <p>22 Tweets, were you using expletive-laced language in</p> <p>23 front of this 12-year-old child?</p> <p>24 A. No.</p> <p>25 Q. And so I guess you're going to deny that</p>	<p style="text-align: right;">152</p> <p>1 about you? Is that what your testimony is, Mr.</p> <p>2 Zokaei?</p> <p>3 A. I didn't know people were making this stuff</p> <p>4 up about me. I don't understand what your questioning</p> <p>5 is for, but you asked me a question and I answered it.</p> <p>6 Q. So I'm telling you if other people are saying</p> <p>7 this about you, then you're telling me they're making</p> <p>8 it all up?</p> <p>9 A. I don't know who is saying what so I don't</p> <p>10 know what their intent is. I work in a cut-throat</p> <p>11 industry, you know, so people are going to --</p> <p>12 Q. Your friend Mark Berman --</p> <p>13 A. Oh, yeah.</p> <p>14 Q. -- is reporting that he's got the evidence of</p> <p>15 you and the burner accounts. Your friend. Why is</p> <p>16 your friend publicly telling people that?</p> <p>17 A. I don't know.</p> <p>18 Q. All a big misunderstanding?</p> <p>19 A. I don't know if he has said such a thing</p> <p>20 so...</p> <p>21 Q. I'm saying assume that he has.</p> <p>22 A. Okay. Assumptions.</p> <p>23 Q. Huh?</p> <p>24 A. You're asking me to assume something and</p> <p>25 answer a question based on that assumption?</p>

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<p style="text-align: right;">153</p> <p>1 Q. Yeah.</p> <p>2 MR. MURPHY: Objection to the form of the</p> <p>3 question. It assumes facts not in evidence and facts</p> <p>4 that may not be established at time of trial.</p> <p>5 Q. (BY MR. BESHARA) Okay. Will you still</p> <p>6 answer it. I don't have the witness here to present</p> <p>7 it, but I'm asking you, why would your friend, Mark</p> <p>8 Berman, say that you were using burner accounts to</p> <p>9 trash the New York Knicks organization?</p> <p>10 MR. MURPHY: Objection, calls for</p> <p>11 speculation.</p> <p>12 Q. (BY MR. BESHARA) That's fine. You don't</p> <p>13 know?</p> <p>14 A. I can't speculate on that. Sorry.</p> <p>15 Q. And you didn't know that Mitchell Robinson</p> <p>16 terminated you as his agent because the front office</p> <p>17 of the Knicks organization encouraged him to do so?</p> <p>18 MR. MURPHY: Objection, calls for</p> <p>19 speculation and assumes facts not in evidence and</p> <p>20 facts that may not be established at time of trial.</p> <p>21 Q. (BY MR. BESHARA) You can still answer.</p> <p>22 A. I told you why he terminated me.</p> <p>23 Q. No, you told me why you said that he</p> <p>24 terminated you.</p> <p>25 A. Right.</p>	<p style="text-align: right;">155</p> <p>1 rules?</p> <p>2 A. I haven't memorized the rules, but I would</p> <p>3 assume that's probably not something that they favor</p> <p>4 or they're okay with.</p> <p>5 Q. Are you familiar with this rule, rule number</p> <p>6 614?</p> <p>7 A. Yes. This one? Yes.</p> <p>8 Q. And read it for the jury. What do the NBPA</p> <p>9 rules of conduct prohibit?</p> <p>10 A. One of the rules is they prohibit in engaging</p> <p>11 in unlawful conduct and/or conduct involving</p> <p>12 dishonestly, fraud, deceit, misrepresentation, other</p> <p>13 conduct which adversely -- which reflects adversely on</p> <p>14 his fitness as a player agent or jeopardizes the</p> <p>15 effective representation of players.</p> <p>16 Q. Would you agree with me that publicly</p> <p>17 slamming the front office of your client's NBA</p> <p>18 team jeopardizes your effective representation of a</p> <p>19 client?</p> <p>20 A. If an agent was to do that, I would not make</p> <p>21 any assumptions, but that's up to the NBPA to</p> <p>22 investigate and determine.</p> <p>23 Q. Do you think that it would be -- constitute</p> <p>24 deceit to use bogus or burner social media accounts to</p> <p>25 post derogatory information about other agents or</p>
<p style="text-align: right;">154</p> <p>1 Q. You didn't have any inkling that you were</p> <p>2 about to be terminated before the first days of</p> <p>3 February of 2020?</p> <p>4 A. No, no.</p> <p>5 Q. And then you found out later on that</p> <p>6 supposedly because you stole some -- or sold some</p> <p>7 shoes and a jersey?</p> <p>8 A. Yeah.</p> <p>9 Q. Is that pretty typical for agents to be fired</p> <p>10 for selling merchandise of their clients?</p> <p>11 A. I don't know. I have never heard of such a</p> <p>12 thing and nor did I do that so I can't speculate on</p> <p>13 that.</p> <p>14 Q. Well, have you ever heard of another agent</p> <p>15 being fired for that?</p> <p>16 A. No.</p> <p>17 Q. The NBPA --</p> <p>18 A. Uh-huh.</p> <p>19 Q. -- rules of conduct, we talked about those</p> <p>20 way earlier. Remember Exhibit 1?</p> <p>21 A. Yes.</p> <p>22 Q. Don't they prohibit certain type of behavior</p> <p>23 such as using bogus burner social media accounts?</p> <p>24 A. Yes, I would assume so.</p> <p>25 Q. They do, right? I mean, you have read the</p>	<p style="text-align: right;">156</p> <p>1 teams?</p> <p>2 A. I don't know what the NBPA would perceive as</p> <p>3 something that constitutes that. I can't speculate on</p> <p>4 how and if they would proceed on an investigation on</p> <p>5 that. I just...</p> <p>6 Q. Have you ever asked?</p> <p>7 A. Asked what?</p> <p>8 Q. Have you ever contracted the NBPA and asked</p> <p>9 if it's okay to use burner or bogus social media</p> <p>10 accounts to trash other people?</p> <p>11 A. I have contacted them, but I have not asked</p> <p>12 that because I've never done that.</p> <p>13 Q. Yeah.</p> <p>14 (Exhibit No. 21 marked.)</p> <p>15 Q. (BY MR. BESHARA) I have just shared Exhibit</p> <p>16 21. Does the law firm of The Hadi Law Firm represent</p> <p>17 you?</p> <p>18 A. They are one of the firms that represent me,</p> <p>19 yes.</p> <p>20 Q. Have you ever seen this letter before?</p> <p>21 A. Yes. Demand letter?</p> <p>22 Q. Yeah. Did you review this letter before it</p> <p>23 was sent out?</p> <p>24 A. Yes, I did.</p> <p>25 Q. Are all of the statements contained in this</p>

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<p style="text-align: right;">157</p> <p>letter true and accurate?</p> <p>2 A. I'm not an attorney so I can't speculate on</p> <p>3 attorneys' fees or actual damages, but with regards to</p> <p>4 the claim and some of the requests or demands for</p> <p>5 payment or due salary, yes.</p> <p>6 Q. So you're asking for 10 months worth of</p> <p>7 salary, if my math is right? 12,500 a month --</p> <p>8 actually, no, I guess it's nine and a half months,</p> <p>9 right?</p> <p>10 A. That's what it said in the original demand</p> <p>11 letter, yes.</p> <p>12 Q. The expenses of 16,589.08, in your sworn wage</p> <p>13 claim, you stated it was \$11,589.08. What changed?</p> <p>14 A. When I was wired \$5,000 per the itemized bank</p> <p>15 statement that you provided, when I told the TWC that</p> <p>16 it was \$5,000 and they said, what did you correspond</p> <p>17 with, and I said, I don't know. There was no</p> <p>18 explanation. In fact, the money wasn't supposed to</p> <p>19 ever be sent to me. Your firm and your party was</p> <p>20 supposed to only correspond with my attorney and if</p> <p>21 any monies were to be paid, to be paid to him. So</p> <p>22 when you guys sent me \$5,000 and I explained to the</p> <p>23 TWC that that amount was sent to me and they said,</p> <p>24 well, this corresponds to your expense allotment which</p> <p>25 they owe you. We would like for you to subtract that</p>	<p style="text-align: right;">159</p> <p>for whatever the Court determines. And I was not</p> <p>2 reimbursed for my expenses.</p> <p>3 Q. Okay.</p> <p>4 A. And some other stuff that we -- oh, and also</p> <p>5 training for clients that I brought in under FSM and</p> <p>6 only signed under FSM with the understanding that</p> <p>7 expenses for training for the NBA draft would be</p> <p>8 incurred by the agency.</p> <p>9 Q. I didn't see any of that in Deposition</p> <p>10 Exhibit 3, did you?</p> <p>11 A. No.</p> <p>12 Q. So that's just something else. All right.</p> <p>13 A. Like I said, you're not familiar with the</p> <p>14 industry, but that's kind of commonplace and the</p> <p>15 precedence was set by Rahul.</p> <p>16 Q. Okay. Did you get any -- what ended up</p> <p>17 happening with Silva in this trip over to Miami. You</p> <p>18 didn't sign him up, did you?</p> <p>19 A. No, no, I didn't sign him. Kept in touch and</p> <p>20 when -- yeah, I did not sign him.</p> <p>21 Q. What happened?</p> <p>22 A. Just when I was terminated by FSM, you know,</p> <p>23 part of it when you have an agency giving you money</p> <p>24 for travel and such, you can survive and recruit new</p> <p>25 clients, but when that was pulled out from underneath</p>
<p style="text-align: right;">158</p> <p>from the expenses. That's why the amount was reduced</p> <p>2 from 16,000 to 11,000.</p> <p>3 Q. Okay. And it's \$5,000.02, wasn't it?</p> <p>4 A. I don't remember the exact change, yeah.</p> <p>5 Q. And just to clarify, my firm didn't send you</p> <p>6 anything. FSM sent you a wire, right?</p> <p>7 A. Okay. Right. Your client.</p> <p>8 Q. Okay. Allowable expenses, what is this, for</p> <p>9 expenses that you didn't actually incur and you didn't</p> <p>10 have reimbursed to you?</p> <p>11 A. I don't know. You might have to ask my</p> <p>12 attorney regarding that.</p> <p>13 Q. Well, I mean, look, you're the one that is</p> <p>14 going to testify to your damages. These aren't</p> <p>15 questions for your attorneys. So what are your</p> <p>16 damages?</p> <p>17 A. You know, I don't -- I defer to my attorneys</p> <p>18 on how they calculated these amounts.</p> <p>19 Q. Forget about it. Tell me what your damages</p> <p>20 are. Forget about -- here. Let me drop this down so</p> <p>21 you aren't preoccupied with it. What are your</p> <p>22 damages? Itemize them.</p> <p>23 A. So I was not paid my wages --</p> <p>24 Q. Okay.</p> <p>25 A. -- for December and then May through December</p>	<p style="text-align: right;">160</p> <p>me and I had no -- no more expenses or reimbursements</p> <p>2 or even a team, you know, there was really no way that</p> <p>3 I could go forth and represent myself to somebody that</p> <p>4 I had initially told I work with this agency and now</p> <p>5 say, hey, I no longer work with this agency. So I</p> <p>6 didn't follow up on that.</p> <p>7 (Exhibit No. 22 marked.)</p> <p>8 Q. (BY MR. BESHARA) I just shared Exhibit 22.</p> <p>9 So you recognize this as a series of e-mails between</p> <p>10 you and Rahul?</p> <p>11 A. Yes.</p> <p>12 Q. And so on March 3rd, you tell FSM that you're</p> <p>13 getting really close here with Chris Silva.</p> <p>14 A. Right.</p> <p>15 Q. Just want to have everything in order. Can</p> <p>16 you please send me the paperwork, right?</p> <p>17 A. Yes.</p> <p>18 Q. And Rahul says, Boom! What day do you think</p> <p>19 you're meeting him. I will send you the following.</p> <p>20 FSM agreement and the new SPAC agreement with you</p> <p>21 listed as agent. Did he do that?</p> <p>22 A. Did he what?</p> <p>23 Q. Did he send you over the FSM Marketing and</p> <p>24 Managing Agreement and the NBA SPAC Agreement with you</p> <p>25 listed as agent?</p>

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<p style="text-align: right;">161</p> <p>1 A. I don't remember, but I believe he may have. 2 Q. Yeah, he did. 3 A. Yeah. 4 Q. And so did you end up going and meeting with 5him sometime before or after the 12th? 6 A. Chris Silva? 7 Q. Yes. 8 A. Yes. No, because then the pandemic hit so 9everything was shut down, but I had -- you know, I had 10flights for everything aligned for the Big 12 11tournament as well as visiting him. 12 Q. Well, look, man, you went over and you met 13with Silva in Miami, right? 14 A. That's right. 15 Q. When did you go to Miami? 16 A. I think it was a couple of days before this 17e-mail. 18 Q. Yeah? 19 A. Yeah. If I'm not mistaken, yeah. 20 Q. But I can go back and look at your expense 21reports and see it, right? 22 A. Yeah, that's all there. Yeah. 23 Q. Did you ever forward over these agreements 24over to Silva for his review so he could sign them? 25 A. It was not to be reviewed over the phone or</p>	<p style="text-align: right;">163</p> <p>1e-mail so you could get them signed up as you 2represented you were on the verge of doing back on 3March 3? 4 A. Because his preference was to meet in person 5and discuss. 6 Q. Well, my preference, too, but he couldn't 7meet in person, right? He told you that? 8 A. Right, I couldn't force him to do what he 9didn't want to do. 10 Q. Well, the team wouldn't allow it. So I know 11that might have been his preference, but you didn't 12think to go a different route if you weren't going to 13be able to meet with this guy due to COVID? 14 A. I did. I said, you know, would you like for 15me to send this stuff to you. And he said, no, let's 16wait until we meet in person. I said, no problem. 17 Q. After the pandemic hit and before you were 18terminated from FSM on April 20th, what other 19recruiting trips did you take? 20 A. I met with Kylor Kelly and signed him. I 21don't remember, but I took one other, maybe two other 22trips during that time, but I met with Kylor Kelly. I 23went on a recruiting trip and I met him, presented 24everything to his family in person and then they 25signed.</p>
<p style="text-align: right;">162</p> <p>1e-mails. It was to be in person. 2 Q. So that answer is, no, you did not? 3 A. No, no. 4 Q. And because of the pandemic, you never went 5forward and did anything with Silva, right? 6 A. Right, I could not meet with him in person, 7but I kept in touch, but no. 8 Q. And, you know, you talk about this pandemic 9shutting down the ability to do anything. Well, you 10weren't going anywhere anyway in 2020. You weren't 11going on recruiting trips because the country was shut 12down, right? 13 A. No, I was. 14 Q. What? Why didn't you go back and meet with 15Chris Silva and get this contract signed? 16 A. Because he was under quarantine by the team. 17He could not come out and meet with anybody and he was 18in Miami for, like, two or three months subsequent to 19the pandemic. And he was just -- he was told to 20remain in his apartment, to not go anywhere because 21things were fluid, told to not meet with anybody until 22further direction by the team. 23 Q. Okay. Makes sense, but if you are not going 24to be able to meet with the guy in person because the 25pandemic, why didn't you send over the documents via</p>	<p style="text-align: right;">164</p> <p>1 Q. Okay. Isn't it true that COVID limited your 2ability to go out and travel to recruit these players? 3 A. Yes. 4 Q. I mean, some players you couldn't even meet 5with at all because they were under either government 6or team restrictions due to COVID, right? 7 A. That's correct. 8 Q. So it's not really fair to say if you would 9have had this money in your expense account, you could 10have done all these things. I mean, COVID really put 11all that stuff on the backboard, right? 12 A. Yes, it put a lot of it on the backboard for 13a little bit. 14 Q. Until when? I mean, I'm thinking Texas was 15open way before Oregon. 16 A. Uh-huh. 17 Q. And we were still shut down until October. 18So when did Oregon lift its COVID restrictions or are 19they still in place to this day? 20 A. No, there's still certain restrictions that 21are in place to some point, but I took a recruiting 22trip in May to New Orleans. 23 Q. Okay. 24 A. In 2020. 25 Q. Who did you sign up?</p>

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<p style="text-align: right;">165</p> <p>1 A. Mitchell Robinson asked me to fly out there 2 to meet with him.</p> <p>3 Q. Yeah. But you never did sign up Silva? We 4 can clarify that, right?</p> <p>5 A. No, we did not.</p> <p>6 Q. And you never even forwarded him the 7 contracts --</p> <p>8 A. No.</p> <p>9 Q. -- because you were planning on doing that in 10 person?</p> <p>11 A. No, his preference.</p> <p>12 Q. I gotcha.</p> <p>13 (Exhibit No. 23 marked.)</p> <p>14 Q. (BY MR. BESHARA) I just uploaded 23. Do you 15 recognize this document?</p> <p>16 A. Yes.</p> <p>17 Q. What is it?</p> <p>18 A. It's a request for taxpayer identification.</p> <p>19 Q. And did -- were you requested to do this by 20 FSM?</p> <p>21 A. Yes.</p> <p>22 Q. Do you know what a W-9 is?</p> <p>23 A. Yes.</p> <p>24 Q. That's what this document is, right?</p> <p>25 A. That's correct.</p>	<p style="text-align: right;">167</p> <p>1 A. I was under that assumption so...</p> <p>2 Q. So you were just guessing at that, right?</p> <p>3 A. No, I was explained -- that was explained to 4 me by someone, but maybe they were wrong.</p> <p>5 Q. All right. But this is all consistent going 6 back to Exhibit 3, which is titled Independent 7 Contractor Agreement wherein you represented in the 8 document itself that you were going to be an 9 independent contractor, right?</p> <p>10 A. Yes, that's what was the initial from the 11 onset, the intent.</p> <p>12 Q. All right. We're about to get finished here. 13 I've got to run through a series of things.</p> <p>14 A. No problem.</p> <p>15 THE WITNESS: You guys want to take a 16 break, John?</p> <p>17 MR. MURPHY: No, I'm doing well.</p> <p>18 THE WITNESS: I haven't really ate yet, 19 but no problem.</p> <p>20 MR. BESHARA: Yeah.</p> <p>21 THE WITNESS: How much longer do you 22 think?</p> <p>23 MR. BESHARA: I'm going to go through a 24 series of pictures with you which are --</p> <p>25 THE WITNESS: What were you saying when I</p>
<p style="text-align: right;">166</p> <p>1 Q. And this is your signature that appears on 2 Deposition Exhibit 23, right?</p> <p>3 A. Yes.</p> <p>4 Q. And it's January 30th, 2020, right?</p> <p>5 A. That's correct.</p> <p>6 Q. Do you understand the difference between a 7 W-9 and a W-4?</p> <p>8 A. I don't know what a W-4 is, but I know what a 9 W-9 is.</p> <p>10 Q. W-4 is what you fill out if you're going to 11 be an employee. W-9 is what you submit when you're 12 going to be an independent contractor. You didn't 13 realize that?</p> <p>14 A. I thought a W-9 was only what you submitted 15 and fill out if you are responsible for paying your 16 own taxes and it's not deducted from your wages.</p> <p>17 Q. Okay. So that's an independent contractor, 18 right?</p> <p>19 A. An independent contractor can be somebody 20 that uses this.</p> <p>21 Q. I mean, because employees have taxes withheld 22 from their wages, correct?</p> <p>23 A. There are -- you can be an employee and pay 24 your own taxes.</p> <p>25 Q. No, you can't. Who told you that?</p>	<p style="text-align: right;">168</p> <p>1 said I haven't ate yet?</p> <p>2 MR. BESHARA: Oh, I was saying I'm going 3 to go through a series of pictures with you.</p> <p>4 THE WITNESS: Okay.</p> <p>5 Q. (BY MR. BESHARA) Do you know who uses the 6 Twitter handle @nbainsider?</p> <p>7 A. No.</p> <p>8 Q. No?</p> <p>9 A. No.</p> <p>10 Q. What about the handle 11 hoopsagentwhistleblower?</p> <p>12 A. I do not know that one.</p> <p>13 Q. So your testimony is you're not associated 14 with either of those accounts?</p> <p>15 A. You asked me if I know those accounts? No, 16 I'm not familiar with those accounts.</p> <p>17 Q. Are you associated with those accounts?</p> <p>18 A. No, I'm not.</p> <p>19 Q. Do you know who is on those accounts?</p> <p>20 A. No.</p> <p>21 Q. Have you ever published content from those 22 accounts?</p> <p>23 A. I don't recall so. Wait. Published content 24 on those accounts?</p> <p>25 Q. From those accounts.</p>

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<p style="text-align: right;">169</p> <p>1 MR. MURPHY: Published content.</p> <p>2 A. Oh, I thought you said republishes. No, no.</p> <p>3 Q. (BY MR. BESHARA) Okay. And I'm assuming</p> <p>4 you're going to tell me that you never asked a third</p> <p>5 party to publish content at your request from either</p> <p>6 of those accounts?</p> <p>7 A. No, no.</p> <p>8 Q. And you have no idea who nbainsider is or</p> <p>9 hoopsagentwhistleblower?</p> <p>10 A. No.</p> <p>11 Q. Who is the Octagon Family?</p> <p>12 A. I'm sorry. I don't know what that is.</p> <p>13 Q. They're associated with Trae Young. Do you</p> <p>14 know who Trae Young is?</p> <p>15 A. Oh, his former agency, yes.</p> <p>16 Q. Have you ever published derogatory comments</p> <p>17 regarding the Octagon Agency?</p> <p>18 A. No.</p> <p>19 Q. What about the handle payingtoplayrbp?</p> <p>20 A. Is that the Twitter account?</p> <p>21 Q. Yeah. You don't know who that is?</p> <p>22 A. No.</p> <p>23 Q. What about any social media account that says</p> <p>24 payingtoplayrbp?</p> <p>25 A. No.</p>	<p style="text-align: right;">171</p> <p>1 A. Well, he said somebody is saying anonymously</p> <p>2 that you have burner accounts.</p> <p>3 Q. Yeah.</p> <p>4 A. And I denied it.</p> <p>5 Q. Okay. So you didn't have burner accounts for</p> <p>6 NBA -- @nbadraftgodb?</p> <p>7 A. No.</p> <p>8 Q. @nbadraftgod2?</p> <p>9 A. No.</p> <p>10 Q. agentexposure?</p> <p>11 A. No.</p> <p>12 Q. nbainsider411?</p> <p>13 A. No.</p> <p>14 Q. @lookalive901?</p> <p>15 A. No.</p> <p>16 Q. Do you know someone named Frank?</p> <p>17 A. Frank?</p> <p>18 Q. Do you know someone named Joshua Bone?</p> <p>19 A. Yes.</p> <p>20 Q. Who is he?</p> <p>21 A. He is -- he's either a player or relative of</p> <p>22 a player.</p> <p>23 Q. Okay. And is that relative named Frank?</p> <p>24 A. Is what?</p> <p>25 Q. Isn't that relative named Frank?</p>
<p style="text-align: right;">170</p> <p>1 Q. Have you ever posted derogatory information</p> <p>2 about Rahul Patel on any social media platform from</p> <p>3 any account?</p> <p>4 A. No.</p> <p>5 Q. Have you ever caused a third party to do so</p> <p>6 at your request?</p> <p>7 A. No.</p> <p>8 Q. So when someone creates a fake Twitter</p> <p>9 account that says payingtoplayrbp and it says, Rahul</p> <p>10 Patel is fake as the Instagram followers he about</p> <p>11 @keldonjohnson wait until the news comes out about all</p> <p>12 the things he has done, you're not behind that?</p> <p>13 A. No, I don't have anything to do with Keldon</p> <p>14 Johnson. So I don't know why you would assume it's</p> <p>15 me.</p> <p>16 Q. You realize you're under oath, right?</p> <p>17 A. Yes.</p> <p>18 Q. Were you aware that FSM was receiving reports</p> <p>19 that you were a, quote, scam agent?</p> <p>20 A. That was brought up to me by Rahul.</p> <p>21 Q. Okay. And what was your response to that?</p> <p>22 A. I said -- I asked him what he was talking</p> <p>23 about, if he would elaborate.</p> <p>24 Q. Okay. And after he elaborated, what did you</p> <p>25 tell him?</p>	<p style="text-align: right;">172</p> <p>1 A. Frank, I don't know.</p> <p>2 Q. Well, you said you know who Joshua Bone is.</p> <p>3 A. Yes.</p> <p>4 Q. Who is the player that he's associated with?</p> <p>5 A. Jordan Bone.</p> <p>6 Q. Okay.</p> <p>7 A. Yes.</p> <p>8 Q. You told me that you had spoken with Amit</p> <p>9 Mehta by text message before, right?</p> <p>10 A. Yeah.</p> <p>11 Q. Is Amit an agent?</p> <p>12 A. No.</p> <p>13 Q. Who is he?</p> <p>14 A. Mr. Luke, do you want us to take a break so</p> <p>15 you can eat.</p> <p>16 Q. No. Tell me who is Amit Mehta is?</p> <p>17 A. He is, from what I was informed, an investor</p> <p>18 and advisor and a decision-maker at FSM.</p> <p>19 Q. Okay. Do you know anything about Amit Mehta</p> <p>20 having fake followers on his account?</p> <p>21 A. On what account?</p> <p>22 Q. On Amit Meta's social media accounts. Have</p> <p>23 you ever accused him of having fake followers?</p> <p>24 A. I don't have any real contact with Amit.</p> <p>25 Q. Okay. Do you know who Lamar Peters he?</p>

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<p style="text-align: right;">173</p> <p>1 A. Are you asking me?</p> <p>2 Q. Yeah.</p> <p>3 A. He's a player. He's an NBA player, I</p> <p>4 believe.</p> <p>5 Q. Do you follow him? Have you tried to sign</p> <p>6 him as a client? Have you attempted to contact him?</p> <p>7 A. No. Lamar Peters. There's a Lamar that we</p> <p>8 were recruiting while I worked at FSM. I just don't</p> <p>9 remember his last name.</p> <p>10 Q. Okay. What about Pierre Jackson?</p> <p>11 A. I do know of him.</p> <p>12 Q. Okay. Did you try to recruit him?</p> <p>13 A. No.</p> <p>14 Q. What about Jaylen Hands?</p> <p>15 A. Yes, I know of him.</p> <p>16 Q. Have you tried to recruit him?</p> <p>17 A. No.</p> <p>18 Q. Why not?</p> <p>19 A. Just really nobody that came on my radar.</p> <p>20 Rahul had asked me to arrange some sort of endorsement</p> <p>21 deal for him --</p> <p>22 Q. Yeah.</p> <p>23 A. -- because he was recruiting him.</p> <p>24 Q. Okay. What about Scott Machado?</p> <p>25 A. I don't know who that is.</p>	<p style="text-align: right;">175</p> <p>1 Q. Have you ever asked someone else to publish</p> <p>2 content using that account?</p> <p>3 A. No.</p> <p>4 Q. Have you ever asked anyone to publish</p> <p>5 content -- forget about what account, but asked them</p> <p>6 to go out and publish content at your request that</p> <p>7 might -- that you thought might have been a good idea?</p> <p>8 A. I work with reporters and media bloggers all</p> <p>9 the time. So sometimes when there's, like I said,</p> <p>10 something that I want put out there about my client,</p> <p>11 you will give the information, furnish it, so they can</p> <p>12 get it out to, you know, either their media platform</p> <p>13 or followers.</p> <p>14 Q. So do you agree that if your projected top 20</p> <p>15 pick, for example, in the NBA draft and your Twitter</p> <p>16 and Instagram profiles aren't verified, your agent is</p> <p>17 just lazy?</p> <p>18 A. I don't --</p> <p>19 Q. Do you agree?</p> <p>20 A. No, I don't know.</p> <p>21 Q. Do you think it's important for your clients</p> <p>22 to have verified Twitter and Instagram profiles?</p> <p>23 A. Not really.</p> <p>24 Q. Huh?</p> <p>25 A. Not really.</p>
<p style="text-align: right;">174</p> <p>1 Q. M-A-C-H-A-D-O.</p> <p>2 A. Yeah, I'm not familiar with him.</p> <p>3 Q. Shannon Bogues?</p> <p>4 A. I'm not familiar with him.</p> <p>5 Q. Barry Brown?</p> <p>6 A. Not familiar with him. I know the name.</p> <p>7 Q. Kaiser Gates?</p> <p>8 A. Kaiser who.</p> <p>9 Q. Kaiser Gates?</p> <p>10 A. I'm not familiar with him.</p> <p>11 Q. Simi Chittu?</p> <p>12 A. I've seen the name. Just not familiar with</p> <p>13 him.</p> <p>14 Q. Okay. And you haven't tried to recruit any</p> <p>15 of these people?</p> <p>16 A. No, I have not -- none of these names to my</p> <p>17 recollection are players that I have tried to recruit.</p> <p>18 Q. Okay. I already asked you about</p> <p>19 hoops agent whistleblower, right?</p> <p>20 A. I don't remember.</p> <p>21 Q. Well, do you know who is behind</p> <p>22 hoops agent whistleblower?</p> <p>23 A. No idea.</p> <p>24 Q. Have you ever used that account?</p> <p>25 A. No.</p>	<p style="text-align: right;">176</p> <p>1 Q. Do all of your clients have verified Twitter</p> <p>2 and Instagram profiles?</p> <p>3 A. No.</p> <p>4 Q. Well, it sounds like you -- I mean, you told</p> <p>5 me at the beginning of this that Rahul asked you to</p> <p>6 get one of his client's Instagrams verified and you</p> <p>7 spent 15 hours on it.</p> <p>8 A. Yes. What is it?</p> <p>9 Q. You didn't think it was important for that to</p> <p>10 be verified?</p> <p>11 A. It was not my client so it wouldn't have</p> <p>12 mattered to me, but for Rahul it was important so</p> <p>13 that's why I got it done.</p> <p>14 Q. Did you suggest that it be done?</p> <p>15 A. I don't remember.</p> <p>16 Q. And you never told anybody with FSM if social</p> <p>17 media accounts weren't verified, the agent is just</p> <p>18 lazy? That's not something you would say?</p> <p>19 A. I don't recall saying anything like that, no.</p> <p>20 Q. Do you recall ever saying that?</p> <p>21 A. No.</p> <p>22 Q. Does it sound like something that you might</p> <p>23 say?</p> <p>24 A. No.</p> <p>25 THE WITNESS: Is John still with us?</p>


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<p style="text-align: right;">177</p> <p>1 MR. BESHARA: I don't know. He's on 2mute. He might be eating. Do you want to call him 3real fast and see or text him? 4 THE WITNESS: Yeah. John, can you hear 5us? Give me a moment. I'm going to just see where 6he's at. 7 MR. BESHARA: Yep. 8 THE VIDEOGRAPHER: Do you want me to stay 9on the record? 10 MR. BESHARA: No. 11 THE VIDEOGRAPHER: We're off the record. 12The time is 3:50. 13 (Recess 3:50 to 3:52.) 14 THE VIDEOGRAPHER: We're back on the 15record. The time is 3:52. 16 Q. (BY MR. BESHARA) What about dollar sign, 17dollar sign drizzy get that and there's something 18else. Do you know who is associated with that social 19media account? 20 A. No. 21 Q. Do you know who Marcell Scott is? 22 A. Yes. 23 Q. Who is that? 24 A. He is Mitchell Robinson's trainer. 25 Q. And do you know who DeAndre Jordan is?</p>	<p style="text-align: right;">179</p> <p>1 Q. Who is @davidjr.realtor? 2 A. I don't know who that is. 3 Q. Who is Chris Gaston? 4 A. I'm sorry? 5 Q. Chris Gaston? 6 A. He's an agent. 7 Q. De'Aaron Fox? 8 A. He's a basketball player. 9 Q. Carson Edwards? 10 A. I don't know who that is. 11 Q. Did you ever list yourself on realgm.com as 12being the agent for Keldon Johnson? 13 A. That is not a website that you can list 14yourself as anybody's agent. 15 Q. That's not my question. 16 A. No. 17 Q. Did you ever do that? 18 A. No. 19 Q. But you can't control with your own account 20who you identify are your players? 21 A. I don't understand your question. 22 (Exhibit No. 24 marked.) 23 Q. (BY MR. BESHARA) Here. Let me show you an 24exhibit. All right. I just uploaded it for you. 25 A. I see it.</p>
<p style="text-align: right;">178</p> <p>1 A. He's a player in the NBA. 2 Q. Do you think that Marcell Scott has been 3trying to take credit for Mitchell Robinson's skills 4on the basketball court? 5 A. I can't speculate on that. 6 Q. Do you know who De'Anthony Melton is? 7 A. Yes. 8 Q. Who is he? 9 A. He's a player with the Grizzlies. 10 Q. Who is Malik Newman? 11 A. I'm not sure who that is. 12 Q. Who is Bruno Fernando? 13 A. I believe he's an NBA player. 14 Q. Rico Hines? 15 A. I don't know who that is. 16 Q. Todd Ramasar? 17 A. He's an agent. 18 Q. Who is Cameron Reddish? 19 A. He is a player for the Atlanta Hawks. 20 Q. Who is Rich Paul? 21 A. He's a basketball agent. 22 Q. Who is Marc Cornstein? 23 A. He's an agent, I believe. 24 Q. Who is Peter Cornell? 25 A. Agent.</p>	<p style="text-align: right;">180</p> <p>1 Q. Okay. 2 A. Yes. 3 Q. Were you the agent for Desonta Bradford? 4 A. Yes. 5 Q. Were you the agent for Torren Jones? 6 A. Yes. 7 Q. Cameron Oliver? 8 A. Yes. 9 Q. Joshua Smith? 10 A. Yes. 11 Q. Keldon Johnson? 12 A. No. 13 Q. Okay. And you didn't cause this information 14to be published on realgm.com? 15 A. Absolutely not. 16 Q. How does that information get published on 17realgm.com? 18 A. They collect it from online or their contacts 19or the NBPA. 20 Q. So it's your testimony you had nothing to do 21with this erroneous information contained on your 22realgm.com profile? 23 A. Based on information from actual RealGM, yes. 24 Q. What? What do you mean based on information 25from RealGM? I'm asking you.</p>

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<p style="text-align: right;">181</p> <p>1 A. Oh, yeah. I contacted them to ask them why I 2 was listed as his agent when it was brought to my 3 attention. 4 Q. Who did you speak with? 5 A. The CEO and the president of RealGM, the 6 publisher. 7 Q. What is his name? 8 A. I can look it up. 9 Q. Okay. 10 A. Todd Essman. 11 Q. Okay. 12 A. E double S. 13 Q. And what did Mr. Essman tell you had happened 14 where where Keldon Johnson was erroneously reported as 15 being your client and you his agent? 16 A. He said that he had saw a media report that 17 had said that, but he could not find the source any 18 longer and he apologized for listing me -- listing him 19 as my client and said that it through no fault or 20 provocation of my own. I did not cause that to be, 21 and he put -- I asked him to put that in an e-mail and 22 he did. 23 Q. Okay. Well, I'll look forward to seeing that 24 e-mail. 25 A. Mr. Patel was copied on the e-mail so ask</p>	<p style="text-align: right;">183</p> <p>1 A. No. 2 Q. Okay. When do you -- did you file for an 3 extension on your taxes? 4 A. Yes. 5 MR. BESHARA: All right. I'll mention to 6 Rahul that you still haven't received a 1099. We'll 7 get that over to you. 8 THE WITNESS: I appreciate it. 9 MR. BESHARA: I don't have any further 10 questions at this time. 11 MR. MURPHY: We will reserve any 12 questions we have until time of trial. 13 MR. BESHARA: All right. I appreciate 14 everyone's patience. 15 THE VIDEOGRAPHER: This concludes the 16 deposition. We're off the record. The time is 4:01. 17 (Deposition concluded at 4:01 p.m.) 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">182</p> <p>1 your client. He should have it. 2 Q. Okay. When was this conversation you had 3 with Mr. Essman? 4 A. This was July. 5 Q. Of 2020? 6 A. July of 2020, yes. 7 Q. Okay. 8 A. That's what the date of the correspondence 9 was to myself and Rahul. 10 Q. What is the date of it? 11 A. July 17th. 12 Q. And how do I spell Essman's name? 13 A. E, double S, M-A-N. 14 Q. What's his first name? 15 A. Todd. 16 Q. All right. So we're about to wrap up. I've 17 got a question. It's 2021. 18 A. Uh-huh. 19 Q. We're sitting in August. Have you filed tax 20 returns for 2020? 21 A. No, I have not. 22 Q. Okay. Did you receive a 1099 from FSM? 23 A. No. Although I requested, I did not receive 24 one. 25 Q. You haven't received one?</p>	<p style="text-align: right;">184</p> <p>1 CHANGES AND SIGNATURE 2 WITNESS NAME: MAYAR ZOKAEI AUGUST 3, 2021 3 PAGE LINE CHANGE REASON 4 _____ 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 _____ 15 _____ 16 _____ 17 _____ 18 _____ 19 _____ 20 _____ 21 _____ 22 _____ 23 _____ 24 _____ 25 _____</p>

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<p>185</p> <p>1 I, MAYAR ZOKAEI, have read the foregoing 2 deposition and hereby affix my signature that same is 3 true and correct, except as noted above. 4 5 _____ 6 MAYAR ZOKAEI 7 8 9 10 THE STATE OF _____) 11 COUNTY OF _____) 12 Before me, _____, on this 13 day personally appeared MAYAR ZOKAEI, known to me (or 14 proved to me under oath or through _____) 15 (description of identity card or other document) to be 16 the person whose name is subscribed to the foregoing 17 instrument and acknowledged to me that they executed 18 the same for the purposes and consideration therein 19 expressed. 20 Given under my hand and seal of office this 21 _____ day of _____, 2021. 22 23 _____ 24 NOTARY PUBLIC IN AND FOR THE STATE OF _____ My commission expires: _____ 25</p>	
<p>186</p> <p>1 STATE OF TEXAS) 2 COUNTY OF DALLAS) 3 I, Audra B. Paty, Certified Shorthand 4 Reporter, in and for the State of Texas, certify that 5 the foregoing deposition of MAYAR ZOKAEI was reported 6 stenographically by me at the time and place 7 indicated, said witness having been placed under oath 8 by me; that review was requested pursuant to Federal 9 Rule of Civil Procedure 30(e)(1); and that the 10 deposition is a true record of the testimony given by 11 the witness. 12 I further certify that I am neither counsel 13 for nor related to any party in this cause and am not 14 financially interested in its outcome. 15 Given under my hand on this the 12th day of 16 August, 2021,  17 _____ 18 Audra B. Paty, Certified Shorthand Reporter No. 5987 Dickman Davenport, Inc. 19 Firm Registration #312 4228 North Central Expressway 20 Suite 101 Dallas, Texas 75206 21 214.855.5100 800.445.9548 e-mail: abp@dickmandavenport.com 22 My commission expires 10-31-22 23 Time used by each party: 24 Mr. Beshara - 4:08 Mr. Murphy - 0:00 25 Mr. Stagg - 0:00</p>	

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EXHIBIT B-2

CAUSE NO. **2020CI11759**

MAYAR ZOKAEI

Plaintiff,

v.

**FUNDAMENTAL SPORTS
MANAGEMENT, LLC, ROE-BRG
INVESTMENTS, LLC, RAHUL
PATEL, GRANT GAINES, and
NICOLAS LAHOOD**

Defendants.

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IN THE DISTRICT COURT

285TH JUDICIAL DISTRICT

OF BEXAR COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURES

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Mayar Zokaei ("Plaintiff") and files this, Plaintiff's Original Petition, complaining of Defendants Fundamental Sports Management, LLC (FSM), ROE-BRG Investments, LLC, Rahul Patel, Grant Gaines, and Nicolas Lahood ("Defendants"), and for cause of action, Plaintiff would respectfully show this Honorable Court the following:

DISCOVERY CONTROL PLAN

1. Plaintiff affirmatively pleads that he seeks monetary relief of \$200,000.00 to \$1,000,000.00, including damages of any kind, penalties, costs, expenses, pre-judgment interest and attorney fees and intends that discovery be conducted under Discovery Level 3.

PARTIES

2. Plaintiff, MAYAR ZOKAEI, is an individual residing in Wilsonville, Oregon.

3. Defendant, FUNDAMENTAL SPORTS MANAGEMENT, LLC ("FSM"), a Texas limited liability company, may be served pursuant to article 2.11(A) of the TEXAS BUSINESS CORPORATIONS ACT, or its successor statutes, sections 5.201 and 5.255 of the TEXAS BUSINESS ORGANIZATIONS CODE, by serving its registered agent Patel Gaines, at 2030 North Loop 1604

West, Suite 200, San Antonio, Texas 78248. Service of said Defendant as described herein may be effected by personal delivery.

4. Defendant, ROE-BRG Investments, LLC, a Texas limited liability company, may be served pursuant to article 2.11(A) of the TEXAS BUSINESS CORPORATIONS ACT, or its successor statutes, sections 5.201 and 5.255 of the TEXAS BUSINESS ORGANIZATIONS CODE, by serving its registered agent Grant M Gaines, at 14414 Blanco Road, Suite 320, San Antonio, Texas 78216. Service of said Defendant as described herein may be effected by personal delivery.

5. Defendant, Rahul Patel, is an individual residing in Bexar County, Texas who may be served with process at his place of business located at 2030 North Loop 1604 West, Suite 200, San Antonio, Texas 78248. Service of said Defendant as described above can be affected by personal delivery.

6. Defendant, Grant Gaines, is an individual residing in Bexar County, Texas who may be served with process at his place of business located at 2030 North Loop 1604 West, Suite 200, San Antonio, Texas 78248. Service of said Defendant as described above can be affected by personal delivery.

7. Defendant, Nicolas Lahood, is an individual residing in Bexar County, Texas who may be served with process at his place of business located at 14414 Blanco Road, Suite 320, San Antonio, Texas 78216. Service of said Defendant as described above can be affected by personal delivery.

JURISDICTION AND VENUE

8. The subject matter in controversy is within the jurisdictional limits of this court.

9. This court has jurisdiction over the parties because Defendants Rahul Patel, Grant Gaines, and Nicolas Lahood residents of the state of Texas.

10. Venue in Bexar County is proper in this cause under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in this county.

FACTS

11. Plaintiff began working for FSM on or about February 1, 2020. Plaintiff and Defendants' employment contract provided that Plaintiff was hired for a one-year duration. The agreement also provided that Plaintiff would be reimbursed for the expenses he incurred while fulfilling his employment duties. Plaintiff was hired to perform services for FSM under the managing members' direction and control, which meant that Plaintiff did as directed. Defendants Fundamental Sports Management, LLC (FSM), ROE-BRG Investments, LLC, Rahul Patel, Grant Gaines, and Nicolas Lahood specialize in NBA agent representations, sports marketing, brand development, legal representation, contract negotiation, and endorsements. According to its public website, FSM focuses on media, marketing, and management.

12. FSM has been extremely successfully, paying some its executive six figure salaries, making it a reasonable inference that FSM's total revenue exceed \$500,000.00. Furthermore, FSM has agents and employees throughout the United States, which undoubtably shows they are engaged in interstate commerce.

13. As the managing members of FMS, Defendants ROE-BRG Investments, LLC, Rahul Patel, Grant Gaines, and Nicolas Lahood exercised control over and supervision of Plaintiff's job duties. FSM employs more than 2 employees to manage its operations.

14. On or about April 20, 2020, Plaintiff was wrongfully terminated by FSM. Defendants' did not pay Plaintiff for the time he worked for period ending in April. Furthermore,

Defendants did not reimburse Plaintiff for the expenses he incurred during his employment with Defendants.

15. The FLSA was enacted to correct and eliminate “labor conditions detrimental to the maintenance of the minimum standard of living necessary for health, efficacy and general well-being of workers” 29 U.S.C. § 202. Towards this end, the FLSA set employment related requirements, including requirement to timely pay for work performed. 29 CFR § 790.21.

16. Defendants did not pay Plaintiff for the work he had already performed as required by 29 CFR § 790.21. Defendants knew or reasonably should have known that Plaintiff was not exempt from the provisions of the FLSA. Defendants knew or showed reckless disregard for whether its pay practices violated the FLSA.

17. Furthermore, Defendants knew that they had an employment contract with Plaintiff for the term of one year. Defendants knew that they could not terminate Plaintiff’s contract without cause. Nevertheless, Defendant’s wrongfully terminated Plaintiff.

**FIRST CAUSE OF ACTION: BREACH OF CONTRACT ACTION FOR
WRONGFUL TERMINATION OF EMPLOYMENT.**

18. Plaintiff hereby incorporates all preceding paragraphs as if fully set forth herein.

19. Plaintiff brings this claim pursuant to *Lee-Wright, Inc. v. Hall*, 840 S.W.2d 572 (Tex. App.—Houston [1st Dist.] 1992).

20. Plaintiff’s written employment contract provided that Plaintiff would be employed for a term of one year. Plaintiff performed the duties he was hired to perform. Nevertheless, Defendants wrongfully terminated him without cause prior to the end of the term of the contract.

21. Defendants’ actions constitute a breach of contract for wrongful termination.

SECOND CAUSE OF ACTION: BREACH OF CONTRACT ACTION

22. Plaintiff hereby incorporates all preceding paragraphs as if fully set forth herein.

23. Plaintiff brings this claim pursuant to *Paragon Gen. Contractors, Inc. v. Larco Constr., Inc.*, 227 S.W.3d 876, 882 (Tex. App.--Dallas 2007, no pet.)

24. Plaintiff had a contract with Defendants. As part of that contract Defendants were supposed to reimburse Plaintiff for the expenses he incurred while performing his job duties for Defendants. Plaintiff incurred expenses and timely presented those expenses to Defendants. Defendants have refused to reimburse Plaintiff for the expenses he has incurred.

25. Defendants' actions constitute a breach of contract.

**THIRD CAUSE OF ACTION: FAILURE TO PAY WAGES IN VIOLATION OF THE
FLSA**

26. Plaintiff hereby incorporates all preceding paragraphs as if fully set forth herein.

27. Plaintiff brings this claim pursuant to 29 CFR § 790.21.

28. During his employment for Defendants, Plaintiff was an employee who was not exempt from payment of wages provisions of the FLSA. While Plaintiff was employed by FSM and under the direction of the managing members, Plaintiff and/or Defendants were engaged in interstate commerce.

29. Plaintiff pleads both individual and enterprise coverage under the FLSA.

30. As a nonexempt employee, Defendants were required to pay Plaintiff at the end of the pay period. 29 CFR § 790.21.

31. Defendants did not pay Plaintiff the wages he was due.

32. Defendants knew or showed reckless disregard for whether their pay practices violated the FLSA. In other words, Defendants willfully violated provisions of the FLSA.

33. To the extent Defendants violated other employment laws in connection with its employment of Plaintiff and the matters described herein, including FLSA retaliation, Plaintiff reserves the right to file appropriate charges or claims in this case or other venues as necessary.

DAMAGES

34. Plaintiff hereby incorporates all preceding paragraphs as if fully set forth herein.

35. Under the Fair Labor Standards Act, Plaintiff is entitled to relief, including, but not limited to, payment of unpaid wages and an additional equal amount as liquidated damages. *See* 29 U.S.C. § 216(b).

36. Plaintiff is entitled to the actual damages resulting from Defendants' breach of contract.

37. Plaintiff is also entitled to all appropriate legal and equitable relief available under the common law, including recovery for non-pecuniary losses, such as pain and suffering.

38. Plaintiff is also entitled to an award of attorney's fees and costs under 29 U.S.C. § 216(b) and Tex. Civ. Prac. & Rem. Code § 38.001.

NOTICE OF USE

39. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Defendants are hereby notified that Plaintiffs intends to use all documents produced by Defendants in response to written discovery in pretrial proceedings and trial. Defendants are required to assert any objection to the authenticity of any document Defendants produces within ten days of its production.

REQUEST FOR DISCLOSURES

40. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiff requests that each and every Defendant disclose, within fifty (50) days of service of this request, the information and material described in Rule 194.2(a) through (l).

DESIGNATED E-SERVICE EMAIL ADDRESS

41. The following is the undersigned attorney's designated e-Service email address for all e- served documents and notices, filed and unfiled, pursuant to Tex. R. Civ. P. 21(f)(2) & 21a:

Litigation@TheHadiLawFirm.com. This is the undersigned's only e-Service email address, and service through any other email address will be considered invalid.

REQUEST FOR DEPOSITION DATES

42. Pursuant to Rule 199 of the Texas Rules of Civil Procedure, Plaintiff request that each and every Defendant disclose, within fifty (50) days of service of this request, dates that Defendant is available for Plaintiff to take Defendant's deposition. Plaintiff request that each corporate Defendant provide dates that Defendant's corporate representative is available for Plaintiff to take Defendant's corporate representative's deposition.

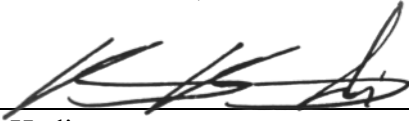
PRAAYER

43. WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays that he have and recover judgment in his favor against Defendants Fundamental Sports Management, LLC, ROE-BRG Investments, LLC, Rahul Patel, Grant Gaines, and Nicolas Lahood for the following:

- a. All unpaid wages and expense reimbursements;
- b. an additional amount equal to Plaintiff's unpaid wages and expenses as liquidated damages pursuant to statute;
- c. all other forms of relief available to Plaintiff under the FLSA and the common law;
- d. reasonable attorney's fees for this action and for any and all appeals in this matter;
- e. pre- and post-judgment interest as allowed by law;
- f. costs of court for prosecuting Plaintiff's claim; and
- g. such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

THE HADI LAW FIRM, PLLC

By: _____

Husein Hadi

Texas Bar No. 24067641

Jamil Thomas

Texas Bar No. 24066914

Carnegie H. Mims, III

Texas Bar No. 24046448

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Houston, Texas 77036

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Fax: (855) 423-4529

litigation@thehadilawfirm.com

Attorneys for Plaintiff

PLAINTIFF HEREBY DEMANDS TRIAL BY JURY

DATE FILED: June 26, 2020

EXHIBIT B-7

WAGE CLAIM

Pursuant to Title 2, Chapter 61, Texas Labor Code

TEXAS WORKFORCE COMMISSION, LABOR LAW SECTION

101 East 15th Street, Austin, Texas 78778-0001

Telephone 1-800-832-9243 or 1-512-475-2670 or TDD 1-800-735-2989 (hearing impaired) Fax 1-512-475-3025

www.texasworkforce.org

(Este formulario est disponible en español)

I want TWC to send future correspondence in ☒ English ☐ SpanishQuiero que TWC envíe toda futura correspondencia en ☒ Inglés ☐ Español

CLAIMANT PERSONAL INFORMATION					
First Name Mayar		M.I.	Last Name Zokaei		
Street Address 11868 SW BARCELONA ST		Apt.	City Wilsonville		State Zip OR 97070
Date of Birth (M/D/Y) 7/30/1978	Social Security # (optional)		Phone # (normal business hours) (818) 968-4437		Alternate Phone # (503) 680-2839
CLAIMANT WORK LOCATION					
Street Address 2030 TX-1604 Loop Suite 200		Suite	City San Antonio		State Zip TX 78248
EMPLOYER INFORMATION					
Business Name (if incorporated) Fundamental Sports Management (FSM)			Owner First Name RAHUL B.		Owner Last Name PATEL
Street Address 2030 TX-1604 Loop Suite 200		Suite	City San Antonio		State Zip TX 78248
Employer's Email Address rahul@fsm-sports.com				Employer's Phone # (210) 460-7787	
Employer's Website www.fsm-sports.com					

EMPLOYMENT INFORMATION

- What work did you perform? *I worked as a sports agent and client recruiter*
Beginning date of employment *1/22/2020*
Employment status with this employer ☐ Still employed ☐ Quit on _____ ☒ Terminated on *4/20/2020*
Reason for separation
I was terminated by Mr. Rahul Patel without cause
- When were your regularly scheduled paydays? *1st and 15th of every month*
What was your rate of pay? Examples \$3/hour \$1,000/month \$50/piece \$2/sq. ft.) *\$12,500 per month*
What was the agreed work schedule? *0 hours/day 0 days/week other sports agent/recruiter; no set hour*
- Your compensation agreement was ☐ Oral ☒ Written (please attach a copy) ☐ Don't Know
- Were the claimed wages earned in Texas? ☐ Yes ☒ No If not, was the job contracted in Texas? ☒ Yes ☐ No
- Were taxes deducted from your paycheck? ☐ Yes ☒ No ☐ Don't Know
- Is the employer still in business? ☒ Yes ☐ No ☐ Don't Know
What is the employer's home address and phone number?
19211 HABITAT CV; SAN ANTONIO, TX 78258-4411. (614) 657-6630
What is the name and phone number of your supervisor during the claim period?
RAHUL BALKRISHNA PATEL (614) 657-6630
- Is the employer in bankruptcy? ☐ Yes ☒ No ☐ Don't Know Are you in bankruptcy? ☐ Yes ☒ No
If yes, what was the bankruptcy filing date?
Chapter _____ Case # _____ Where filed _____
What is the bankruptcy attorney's name, address, and phone number?

- If you are related to the employer, please state the relationship
n/a
- Did the employer give a reason for not paying you? If so, explain
no, refused to reply to me emails
- Choose the type(s) of unpaid wages below that best describe your claim, and write the amount of unpaid wages, listing the gross amount of wages due. Note: You cannot file for recovery of any type of expenses or reimbursement, since expenses and reimbursements are not wages.
Regular *\$6,250.00* Commissions \$ _____ Fringe Benefits* *\$11,589.08* Pay Deductions \$ _____
Overtime \$ _____ Unpaid Bonus \$ _____ Pay Below Minimum Wage \$ _____

TOTAL UNPAID WAGES CLAIMED \$17,839.08

*The only fringe benefits that can be claimed are vacation pay, holiday pay, severance, sick leave, parental leave, paid time off, or paid days off. These benefits cannot be claimed unless provided for in a written agreement or a written policy of the employer.

- List the scheduled payday(s) for the claimed wages *8/27/2020*

Zokaei
Exhibit**7** Page 097

3 August 2021

12. If claiming **regular, overtime, and/or minimum wage**, what were the dates you worked for which you received no wages? From 4/15/2020 to 4/20/2020
Below, please explain how you determined the amount claimed and provide a breakdown of the days and hours worked. Example: 20 hours regular pay at \$5 per hour and 5 hours overtime pay at \$7.50 per hour or Example: 30 items at a piece rate of \$.75 per item. If available, attach a copy of timecards or timesheets. Use the attachment located on the backside of the instructions to provide a breakdown of the days and hours worked.
pay period 4/15/20 - 4/30/20 was \$6,250. I was hired as a contractor, no set hours, I am responsible for my own taxes.
13. If claiming **commissions or bonus**, what was the period in which the wages were earned? From _____ to _____
Are you aware of any agreement to pay commissions or bonus after termination? ☐ Yes ☒ No
Please explain how you determined the amount due. If possible, supply copies of supporting documents, such as written agreements, sales records, check stubs, etc.
n/a
14. If claiming a covered **fringe benefit**, please explain which benefit(s) you are claiming, and how the amount due was determined. The policy or agreement providing for a payment after separation is required, so please provide a copy, and attach evidence of the amount owed (hours left) such as check stubs or other documents.
Fringe benefits with respect to my employment are reimbursements for expenses (traveling, lodging, meals, purchasing tickets to attend basketball related events and games, etc.) incurred while performing my job duties to Mr. Patel and his company.

Per my agreement with the company, I was allowed up to \$5,000 per month in expenses.
15. If claiming **deductions**, did you sign any authorization for deductions other than regular payroll taxes? ☒ Yes ☐ No ☐ Don't Know If yes, please explain
n/a
16. Are you aware of any **agreement** such as arbitration, collective bargaining agreement, union contract, ERISA, Service Contract Act, etc.) that existed between you and the employer? ☐ Yes ☒ No If yes, please attach a copy.
17. Additional comments
n/a

**I UNDERSTAND THAT I MAY BE ASSESSED AN ADMINISTRATIVE PENALTY
IF THIS CLAIM IS FOUND TO BE BROUGHT IN BAD FAITH.**

To be considered valid, this Wage Claim must be completed below, and signed as true under penalty of perjury.

My name is *Mayar Zokaei*, my date of birth is *7/30/1978*.

My address is *11868 SW Barcelona St.; Wilsonville, OR 97070*.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in *Clackamas County*, State of *Oregon*, on the *14th* day of *September*, 2020.

Mayar Zokaei
Declarant's signature)

WAGE CLAIM WORKSHEET

Quest on 12 – Hours Worked Per Workweek Breakdown

Workday	Start Time			Stop Time			Start Time 2			Qu t Time			Hours Worked
	MM/DD/YYYY	Hour	M n	AM/PM	Hour	M n	AM/PM	Hour	M n	AM/PM	Hour	M n	
Workweek 1 Total Hours													0

Workday	Start Time			Stop Time			Start Time 2			Qu t Time			Hours Worked
	MM/DD/YYYY	Hour	M n	AM/PM	Hour	M n	AM/PM	Hour	M n	AM/PM	Hour	M n	
Workweek 2 Total Hours													0

EXHIBIT B-8

Tuesday, August 3, 2021 at 3:12:59 PM Central Daylight Time

Subject: Re: Agreements
Date: Wednesday, March 11, 2020 at 11:43:11 AM Central Daylight Time
From: Mayar Zokaei
To: Jabbar Fahim
CC: Rahul Patel (FSM)
Attachments: FSMlogo_fcc1eb0e-ea2f-4b28-9b93-002086e43cb2.png, Instagram_0ab7839e-2948-42ba-95a5-97a930ea1760.png, Twitter_4e300eec-ad43-4a60-ac74-49e4af08aa2f.png, LinkedIn_2a2e8566-90d8-4255-922f-a7209c5bba88.png, Facebook_25196d55-a487-41cf-9301-961ed39dbd85.png

Hey Jabbar,

Hope all is well. Was speaking to Rahul yesterday about the agreement and wanted to get it finalized by tomorrow if possible please

Two questions:

What is meant by "assumed liabilities",

Can we please add "any liabilities arising under Seller's gross negligence, willful misconduct or bad faith" instead of C

Thanks

Mayar Zokaei

VP of Basketball Operations &
NBPA Licensed Agent



mayar@fsm-sports.com

www.fsm-sports.com

(818) 968-4437 | mobile



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On Jan 30, 2020, at 3:30 PM, Jabbar Fahim <jfahim@patelgaines.com> wrote:

Mayar,

I sent the documents to Rahul for review but he had to step out for an event this evening. We should be able to get them to you for your review tomorrow morning.

Thanks,
Jabbar

Zokaei
Exhibit

8

Page 101

3 August 2021

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Jabbar Fahim

Associate Attorney
(210) 460 - 7787 | office
(210) 296 - 9064 | mobile
jfahim@patelgaines.com

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[<LinkedIn_b872d395-a9c6-416d-8426-b6d812d0b65f.png>](#)

www.patelgaines.com

[<Instagram_c0b35c4e-c68b-402c-ae15-1f6f333e5059.png>](#)

[<Twitter_427e4c38-7eba-448b-802c-0b1e956514e7.png>](#)

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From: Mayar Zokaei <mzokaei@gmail.com>
Date: Thursday, January 30, 2020 at 12:05 PM
To: Jabbar Fahim <jfahim@patelgaines.com>
Cc: "Rahul Patel (FSM)" <rahul@fsm-sports.com>
Subject: Re: Agreements

Jabbar

Thanks for your email. Looking forward to it as well as working with you.

Best,

Mayar

On Jan 30, 2020, at 9:54 AM, Jabbar Fahim <jfahim@patelgaines.com> wrote:

Mayar,

I just wanted to quickly introduce myself – I am an associate attorney at Patel Gaines and am working with Rahul on the Agreements to wrap up the deal with FSM. Also wanted to give you the heads up that the agreements should be coming your way sometime this afternoon. Looking forward to working with you very soon.

Thanks,
Jabbar Fahim

<NewPGLogo_e7211352-52cc-48cd-a2a7-05bbe2ab635f.png>

Jabbar Fahim

Associate Attorney
(210) 460 - 7787 | office
(210) 296 - 9064 | mobile
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EXHIBIT B-9

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into effective as of the 1st day of _____, 2020 between FUNDAMENTAL SPORTS MANAGEMENT, LLC, a Texas corporation (herein referred to as the “Company,” or “FSM”), and Mayar Zokaei (“Contractor”).

1. **Hiring.** Contractor has been hired by Company effective February 1, 2020 to serve as the Vice-President of Basketball Operations (the “Position”) of FSM. In Contractor’s capacity as Vice-President of Basketball Operations, he will have such duties and responsibilities as are outlined in Section 3 below. Contractor will report directly to Rahul Patel, or another individual designated by Company.
2. **Term.** Contractor shall be employed as a Contractor by FSM from February 1, 2020 for a period of one-year, renewable annually at the sole discretion of FSM.
3. **Duties.** As Vice-President of Basketball Operations, Contractor shall help FSM with recruiting potential National Basketball Association (“NBA”) / high-level overseas players for representation. Contractor shall coordinate meetings with any and all NBA teams and recruiting specials relating to the potential representation by FSM of such players. With the consent of FSM, Contractor shall have the authority to sign players and potential players to FSM for representation for marketing and under the Standard Player Agent Contract (“SPAC”). Contractor will also aid in developing specific marketing ideas for potential FSM represented clients and assist in coordinating with family and key members of players with FSM. Contractor will be primarily located in Los Angeles, California and New York, New York but will travel to San Antonio, Texas with reasonable notice. Contractor and FSM will develop and implement appropriate reports to keep FSM aware of Contractor’s progress.
4. **Compensation.** In consideration for Contractor’s services, Contractor will be compensated biweekly based on an annual salary of \$ __,000.00 to be paid in accordance with standard payroll practices of Company. Contractor will be responsible for any and all applicable withholdings and deductions as required by law.

Any NBA SPAC Contractor currently has under contract or is in the current pipeline

- FSM receives 100% return on: (1) the any and all Compensation paid to Contractor; and (2) any and all expenses paid on Contractor’s behalf,
- FSM shall also receive a maximum of 5% of any compensation owed to Contractor under currently existing Standard Player Agent Contracts (SPAC), Contracts Between Agent and Athlete, and any other related contracts, including current marketing contracts and marketing contracts that are currently in the pipeline that have been entered into as of the date of this Agreement;
- As of January 15, 2020, the athletes this will apply to are listed in the attached confidential Exhibit A.

Future Contracts secured by Contractor

- FSM receives 75% of compensation due and owing under any contract Contractor negotiates and secures
- Contractor receives 25% of compensation due and owing under any contract Contractor negotiates and secures on behalf of FSM.

In addition, \$50,000.00 (of which \$10,000 was advanced on December 17, 2019 and secured by a Promissory Note executed the same date (the “2019 Promissory Note”) shall be advanced after execution of all agreements required to be signed by Contractor (the “Signing Advance”). The Signing Advance shall be paid back at 0% interest for the first 12 months, after which such remaining Signing Advance that has not been repaid shall accrue interest at 8% per annum, as will be formally memorialized and secured by a second Promissory Note securing payment of the remaining \$40,000.00 (the “2020 Promissory Note”). Such repayment of the Signing Advance past the first 12 months may be drawn from any income Contractor receives while under contract with FSM.

5. **Expenses.** Contractor will also be provided with an expense allowance of \$5,000.00 per month, which expenses shall be recovered by Company before any potential bonus to Contractor is paid. Such expenses shall be calculated on a rolling basis and subject to an annual adjustment on December 31st of each year.
6. **Bonus.** [Bonus structure to be provided by Matt Fossey].
7. **Relationship:** The Parties agree that this Agreement does not create an employee-Company relationship and Contractor will remain an independent contractor.
8. **Confidentiality.** Contractor acknowledges and agrees that he will be disclosed, and Company agrees to disclose, confidential information of Company to which Contractor would not have access except for employment with Company. This confidential information includes, but is not limited to, client information and preferences, specific client product orders and needs, including the rates they pay, marketing information, pricing formulas, pricing strategies, Contractor compensation, research information, training materials, customer lists, customer contact information, and sales promotion information (collectively, the “Confidential Information”). This Confidential Information is a valuable, special and unique asset of Company used in its business to obtain a competitive advantage over its competitors. Protection of such Confidential Information against unauthorized disclosure and use is of critical importance to Company in maintaining its competitive position. Contractor will not, at any time during or after his employment by Company, make any unauthorized disclosures of the Confidential Information, or make any use thereof, except in the carrying out of his employment responsibilities with Company. Contractor acknowledges that Company’s business operations are rapidly expanding and growing and that Company has invested considerable time, money and resources in establishing its business model and client base (the “Company’s Business”).
9. **Non-Disparagement.** In the event that the Contractor’s employment with Company terminates and/or is terminated Contractor expressly agrees not to disparage Company in any public forum whether verbal, print or electronic, including but not limited to, websites, business bureaus, blogs, chats, newspapers, magazines, word-of-mouth, social groups, questionnaires, surveys, emails, radio and/or television. Contractor agrees to instruct all agents, servants, Contractors and affiliates to abide by the same.
10. **Right of First Refusal.** Contractor agrees that all business opportunities, which are offered to Contractor, or conceived by Contractor, either solely or jointly with others, which may be related to the Company’s Business or capable of beneficial use by Company (as determined in the sole discretion of Company) shall be immediately disclosed to Company in writing. Unless

Company rejects such opportunity in writing; Contractor acknowledges and agrees that he or she shall have no right or authority to pursue such opportunity. Contractor acknowledges and agrees that Company provides the opportunities and the resources for Contractor to initiate, establish and/or develop contacts and relationships within the Company's Business. Further, Company will provide training and other guidance to provide Contractor with the ability to create and/or enhance opportunities in the Company's Business. All goodwill and other benefits (collectively, the "Goodwill") derived from such efforts described in this paragraph shall inure solely to the benefit of Company. Contractor recognizes that the Goodwill is a valuable asset of Company. Contractor acknowledges that, in exchange for the covenants and considerations described herein, Contractor agrees to refrain from using the Goodwill for the benefit of any other person or entity other than for the benefit of Company and in furtherance of his employment duties with the Company. Contractor acknowledges that he has a duty of loyalty to Company. Contractor hereby acknowledges that such duty of loyalty is a contractual duty, the breach of which will subject Contractor to liability to Company, including, without limitation, Company's attorneys' fees and costs if Company pursues any claim arising from such breach.

11. Non-Solicitation. During the period Contractor is employed by Company and in the event that the Contractor's employment with Company terminates, the Contractor acknowledges that he does not have the right to, and shall refrain from:

- i. soliciting any client of Company that Contractor did not have a prior relationship with or otherwise attempt to induce any such client to discontinue or reduce its relationship with Company;
- ii. render advice or services to, or otherwise accept any business from, any current clients of Company that Contractor did not have a prior relationship with or otherwise attempt to induce any such client to discontinue or reduce its relationship with Company;
- iii. render advice or services to, or otherwise assist, any other person, associate or entity who is engaged, directly or indirectly, with the solicitation of any clients of Company with whom Contractor did not have a prior relationship with; and/or
- iv. induce any employee of Company to terminate or limit his or her employment with Company, or hire or assist in the hiring of any such Contractor by any person, association or entity not affiliated with Company.

IF CONTRACTOR BREACHES ANY PROVISIONS OF SECTION 11(i) – (iv) ABOVE, THEN BECAUSE DAMAGES ARISING FROM SUCH BREACH ARE DETERMINABLE, BUT HARD TO ACERTAIN, CONTRACTOR SHALL PAY TO THE COMPANY, AS LIQUIDATED DAMAGES AND NOT AS PENALTY, A SUM EQUAL TO: (1) \$50,000.00 FOR EACH BREACH OF SECTION 11(i); (2) \$20,000 FOR EACH BREACH OF SECTION 11(ii); (3) \$30,000.00 FOR EACH BREACH OF SECTION 11(iii); AND (4) \$40,000.00 FOR EACH BREACH OF SECTION 11(iv). THE PARTIES EACH ACKNOWLEDGE AND AGREE THAT IT IS DIFFICULT OR IMPOSSIBLE TO DETERMINE WITH PRECISION THE AMOUNT OF DAMAGES

THAT WOULD OR MIGHT BE INCURRED BY THE COMPANY FOR A VIOLATION OF SECTIONS 11(i) – (iv) AND THAT THE AMOUNTS OF DAMAGES SET FORTH HEREIN IS FAIR AND REASONABLE COMPENSATION FOR SUCH LOSS.

In the alternative, and only if Company chooses, at its sole discretion, to forgo enforcement of the Liquidated Damage provision as set forth above, then Company shall be entitled to, in addition to any other remedy it may have (exclusive of liquidated damages), injunctive relief for the enforcement of any provision in Section 11, including Section (i)-(iv). Contractor agrees that his breach of this Agreement will result in immediate and irreparable damage to Company such that Company could not be adequately compensated by an award of monetary damages, and in the event of any threatened or actual breach, Company shall be entitled to an injunctive order appropriately restraining and/or prohibiting such breach without the necessity of Company posting bond or other security. Pursuit of any remedy by Company except as otherwise expressly set forth in this Section, shall not constitute a waiver of any other right or remedy by Company under this Agreement or under applicable law.

12. Non-Compete. During the period Contractor is employed by Company and for two (2) years thereafter, Contractor agrees that he or she will not, directly or indirectly, engage in or work for any business engaging in, any activities similar or otherwise competitive with the business, services, and/or activities of Company including but not limited to the sports agency business and the marketing, promotion, or management of any professional athlete, whether currently signed with a professional sports franchise or seeking such contract. It is further understood that Contractor shall not use any work-product created by Company or while Contractor was under contract with Company for any period of time after the termination of this Agreement. Notwithstanding the foregoing list or subsequent descriptions, it is expressly understood and agreed that Company has, and reserves the right to amend both the list and/or descriptions of the services and/or activities covered by the non-compete clause from time to time, as it deems necessary.

13. Miscellaneous.

- (i) It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in the applicable jurisdiction, and in Texas, namely, Sections 15.50 and 15.51 of the Texas Business and Commerce Code. Accordingly, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, it is the specific intent and agreement of the parties hereto that such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable. In addition, if the scope of any restriction or covenant contained in this Agreement is too broad to permit enforcement thereof to its fullest extent, then it is the specific intent and agreement of the parties that such restriction or covenant shall be enforced to the maximum extent permitted by law, and Company and Contractor hereby consent and agree that such scope shall be judicially modified accordingly in any proceeding brought to enforce such restriction.

- (ii) In the event Company is required to pursue legal action to enforce all or any part of this Agreement, Contractor shall be responsible for all reasonable attorneys' fees and court costs incurred by Company, in addition to any other remedies allowed by law or in equity.
- (iii) Contractor acknowledges and agrees that the benefits and consideration contained in this Agreement (including, without limitation, the disclosures and access to Confidential Information and the training, support and guidance to be provided by Company as described herein) are unique and valuable and in support of the restrictive covenants and other agreements being created hereby between Contractor and Company. Specifically, Contractor would not otherwise be entitled to such benefits and consideration, except for his or her employment by Company and the execution of this Agreement. These factors were of critical importance to Contractor, without which Contractor would not have entered into this Agreement. Likewise, the restrictive covenants and other agreements made by Contractor herein are of critical importance to Company, without which Company would not have entered into this Agreement. The parties acknowledge and agree that the benefits and considerations given Contractor hereunder and the restrictive covenants and other agreements given by Contractor hereunder are ancillary to and support each other.
- (iv) Upon termination of the Contractor's contractual relationship with Company, for any reason, or upon the demand by Company, at any time, Contractor shall return all Confidential Information in his or her possession or control to Company, including, without limitation, all copies thereof or notes or memoranda derived therefrom. If any Confidential Information is stored electronically or magnetically, Contractor shall erase and delete all copies.
- (v) Contractor agrees to inform any future prospective Company of the terms and conditions of this Agreement. If Company receives information that Contractor has accepted employment with another Company in violation of this Agreement, or if Company receives information that Contractor has received an offer with another Company that upon acceptance would violate the terms and conditions of this Agreement, then Company has express authority and permission to deliver a copy of this Agreement to such other Company to confirm Company's rights and Contractor's restrictive obligations
- (vi) Upon termination of this Agreement, Company shall promptly, on a prospective basis, discontinue using Contractor's name, biography and/or likeness in its advertising and promotional materials.
- (vii) The provisions of this, Section 12 shall survive termination and remain in full force and effect to the extent allowed by law.

14. No Conflict. Contractor confirms that he is able to carry out the work that this job involves without breaching any legal restrictions on his activities, such as restrictions imposed by a current or former Company. Contractor also confirms that he will inform Company about any such restrictions and provide Company with as much information about them as possible, including any agreements between his and his current or former Company describing such restrictions on his activities. Contractor further confirms that he has not removed or taken any documents or proprietary data or materials of any kind, electronic or otherwise, with his from

his current or former Company to Company without written authorization from his current or former Company.

15. Governing law: This agreement shall be governed by and construed under the laws of the State of Texas.

16. Entire agreement: This is the entire agreement between Company and Contractor relating to the subject matter herein and supersedes any prior agreements, written or oral.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective on the date and year first written above.

CONTRACTOR:

By: _____
Name: Mayar Zokaei
Position: Vice-President of Basketball
Operations

COMPANY:

FUNDAMENTAL SPORTS MANAGEMENT, LLC,
a Texas limited liability company

By: _____
Name: Rahul B. Patel
Title: Managing Member

CONFIDENTIAL

Exhibit A

Current Clients

1. Mitchell Robinson
2. Kenny Wooten
3. Ayinde Sprewell
4. Torren Jones
5. Desonta Bradford
6. Joshua Smith

Current Pipeline

1. Trae Young
2. Nassir Little
3. Coby White
4. Obi Toppin
5. Tyrese Haliburton
6. Melvin Frazier
7. Dennis Smith Jr.
8. Udoka Azubuike

EXHIBIT B-11

Tuesday, August 3, 2021 at 3:42:55 PM Central Daylight Time

Subject: Zokaei Documents - DRAFTS - 01.31.2020
Date: Friday, January 31, 2020 at 3:31:58 PM Central Standard Time
From: Rahul Patel (FSM)
To: Mayar Zokaei
Attachments: FSMlogo_fcc1eb0e-ea2f-4b28-9b93-002086e43cb2.png, Instagram_0ab7839e-2948-42ba-95a5-97a930ea1760.png, Twitter_4e300eec-ad43-4a60-ac74-49e4af08aa2f.png, LinkedIn_2a2e8566-90d8-4255-922f-a7209c5bba88.png, Facebook_25196d55-a487-41cf-9301-961ed39dbd85.png, Independent Contractor Agreement - Mayar Zokaei - DRAFT - 01.31.2020.pdf, Contractor Confidentiality and NDA - DRAFT - 01.31.2020.pdf, MZ Purchase Agreement - DRAFT - 01.31.2020.pdf

Mayar:

See attached. They are basically all final other than the bonus structure. Matt is traveling and is in California but he is going to get me what was approved and discussed so that it can be inserted. We have agreed to the \$150,000 salary and have already paid January prior to this agreement. I have requested the \$40,000 additional promissory note amount to approved, submitted it to Taylor and once he gets the ink he needs to do that he will / should have made that wire.

I will have to send you a second promissory note for that matter which I will do tomorrow morning / tonight but will be the exact same as the one you executed, just for a different amount and date due of December 31, 2020.

Rahul Patel

CEO & NBPA Licensed Agent



rahul@fsm-sports.com
www.fsm-sports.com
(614) 657 - 6630 | mobile



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Zokaei
Exhibit

11

3 August 2021

EXHIBIT B-12

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into effective as of the 1st day of _____, 2020 between FUNDAMENTAL SPORTS MANAGEMENT, LLC, a Texas corporation (herein referred to as the "Company," or "FSM"), and Mayar Zokaei ("Contractor").

1. **Hiring.** Contractor has been hired by Company effective February 1, 2020 to serve as the Vice-President of Basketball Operations (the "Position") of FSM. In Contractor's capacity as Vice-President of Basketball Operations, he will have such duties and responsibilities as are outlined in Section 3 below. Contractor will report directly to Rahul Patel, or another individual designated by Company.
2. **Term.** Contractor shall be employed as a Contractor by FSM from February 1, 2020 for a period of one-year, renewable annually at the sole discretion of FSM.
3. **Duties.** As Vice-President of Basketball Operations, Contractor shall help FSM with recruiting potential National Basketball Association ("NBA") / high-level overseas players for representation. Contractor shall coordinate meetings with any and all NBA teams and recruiting specials relating to the potential representation by FSM of such players. With the consent of FSM, Contractor shall have the authority to sign players and potential players to FSM for representation for marketing and under the Standard Player Agent Contract ("SPAC"). Contractor will also aid in developing specific marketing ideas for potential FSM represented clients and assist in coordinating with family and key members of players with FSM. Contractor will be primarily located in Los Angeles, California and New York, New York but will travel to San Antonio, Texas with reasonable notice. Contractor and FSM will develop and implement appropriate reports to keep FSM aware of Contractor's progress.
4. **Compensation.** In consideration for Contractor's services, Contractor will be compensated biweekly based on an annual salary of \$ __,000.00 to be paid in accordance with standard payroll practices of Company. Contractor will be responsible for any and all applicable withholdings and deductions as required by law.

Any NBA SPAC Contractor currently has under contract or is in the current pipeline

- FSM receives 100% return on: (1) the any and all Compensation paid to Contractor; and (2) any and all expenses paid on Contractor's behalf,
- FSM shall also receive a maximum of 5% of any compensation owed to Contractor under currently existing Standard Player Agent Contracts (SPAC), Contracts Between Agent and Athlete, and any other related contracts, including current marketing contracts and marketing contracts that are currently in the pipeline that have been entered into as of the date of this Agreement;
- As of January 15, 2020, the athletes this will apply to are listed in the attached confidential Exhibit A.

Future Contracts secured by Contractor

- FSM receives 75% of compensation due and owing under any contract Contractor negotiates and secures
- Contractor receives 25% of compensation due and owing under any contract Contractor negotiates and secures on behalf of FSM.

In addition, \$50,000.00 (of which \$10,000 was advanced on December 17, 2019 and secured by a Promissory Note executed the same date (the “2019 Promissory Note”) shall be advanced after execution of all agreements required to be signed by Contractor (the “Signing Advance”). The Signing Advance shall be paid back at 0% interest for the first 12 months, after which such remaining Signing Advance that has not been repaid shall accrue interest at 8% per annum, as will be formally memorialized and secured by a second Promissory Note securing payment of the remaining \$40,000.00 (the “2020 Promissory Note”). Such repayment of the Signing Advance past the first 12 months may be drawn from any income Contractor receives while under contract with FSM.

5. **Expenses.** Contractor will also be provided with an expense allowance of \$5,000.00 per month, which expenses shall be recovered by Company before any potential bonus to Contractor is paid. Such expenses shall be calculated on a rolling basis and subject to an annual adjustment on December 31st of each year.
6. **Bonus.** [Bonus structure to be provided by Matt Fossey].
7. **Relationship:** The Parties agree that this Agreement does not create an employee-Company relationship and Contractor will remain an independent contractor.
8. **Confidentiality.** Contractor acknowledges and agrees that he will be disclosed, and Company agrees to disclose, confidential information of Company to which Contractor would not have access except for employment with Company. This confidential information includes, but is not limited to, client information and preferences, specific client product orders and needs, including the rates they pay, marketing information, pricing formulas, pricing strategies, Contractor compensation, research information, training materials, customer lists, customer contact information, and sales promotion information (collectively, the “Confidential Information”). This Confidential Information is a valuable, special and unique asset of Company used in its business to obtain a competitive advantage over its competitors. Protection of such Confidential Information against unauthorized disclosure and use is of critical importance to Company in maintaining its competitive position. Contractor will not, at any time during or after his employment by Company, make any unauthorized disclosures of the Confidential Information, or make any use thereof, except in the carrying out of his employment responsibilities with Company. Contractor acknowledges that Company’s business operations are rapidly expanding and growing and that Company has invested considerable time, money and resources in establishing its business model and client base (the “Company’s Business”).
9. **Non-Disparagement.** In the event that the Contractor’s employment with Company terminates and/or is terminated Contractor expressly agrees not to disparage Company in any public forum whether verbal, print or electronic, including but not limited to, websites, business bureaus, blogs, chats, newspapers, magazines, word-of-mouth, social groups, questionnaires, surveys, emails, radio and/or television. Contractor agrees to instruct all agents, servants, Contractors and affiliates to abide by the same.
10. **Right of First Refusal.** Contractor agrees that all business opportunities, which are offered to Contractor, or conceived by Contractor, either solely or jointly with others, which may be related to the Company’s Business or capable of beneficial use by Company (as determined in the sole discretion of Company) shall be immediately disclosed to Company in writing. Unless

Company rejects such opportunity in writing; Contractor acknowledges and agrees that he or she shall have no right or authority to pursue such opportunity. Contractor acknowledges and agrees that Company provides the opportunities and the resources for Contractor to initiate, establish and/or develop contacts and relationships within the Company's Business. Further, Company will provide training and other guidance to provide Contractor with the ability to create and/or enhance opportunities in the Company's Business. All goodwill and other benefits (collectively, the "Goodwill") derived from such efforts described in this paragraph shall inure solely to the benefit of Company. Contractor recognizes that the Goodwill is a valuable asset of Company. Contractor acknowledges that, in exchange for the covenants and considerations described herein, Contractor agrees to refrain from using the Goodwill for the benefit of any other person or entity other than for the benefit of Company and in furtherance of his employment duties with the Company. Contractor acknowledges that he has a duty of loyalty to Company. Contractor hereby acknowledges that such duty of loyalty is a contractual duty, the breach of which will subject Contractor to liability to Company, including, without limitation, Company's attorneys' fees and costs if Company pursues any claim arising from such breach.

11. Non-Solicitation. During the period Contractor is employed by Company and in the event that the Contractor's employment with Company terminates, the Contractor acknowledges that he does not have the right to, and shall refrain from:

- i. soliciting any client of Company that Contractor did not have a prior relationship with or otherwise attempt to induce any such client to discontinue or reduce its relationship with Company;
- ii. render advice or services to, or otherwise accept any business from, any current clients of Company that Contractor did not have a prior relationship with or otherwise attempt to induce any such client to discontinue or reduce its relationship with Company;
- iii. render advice or services to, or otherwise assist, any other person, associate or entity who is engaged, directly or indirectly, with the solicitation of any clients of Company with whom Contractor did not have a prior relationship with; and/or
- iv. induce any employee of Company to terminate or limit his or her employment with Company, or hire or assist in the hiring of any such Contractor by any person, association or entity not affiliated with Company.

IF CONTRACTOR BREACHES ANY PROVISIONS OF SECTION 11(i) – (iv) ABOVE, THEN BECAUSE DAMAGES ARISING FROM SUCH BREACH ARE DETERMINABLE, BUT HARD TO ACERTAIN, CONTRACTOR SHALL PAY TO THE COMPANY, AS LIQUIDATED DAMAGES AND NOT AS PENALTY, A SUM EQUAL TO: (1) \$50,000.00 FOR EACH BREACH OF SECTION 11(i); (2) \$20,000 FOR EACH BREACH OF SECTION 11(ii); (3) \$30,000.00 FOR EACH BREACH OF SECTION 11(iii); AND (4) \$40,000.00 FOR EACH BREACH OF SECTION 11(iv). THE PARTIES EACH ACKNOWLEDGE AND AGREE THAT IT IS DIFFICULT OR IMPOSSIBLE TO DETERMINE WITH PRECISION THE AMOUNT OF DAMAGES

THAT WOULD OR MIGHT BE INCURRED BY THE COMPANY FOR A VIOLATION OF SECTIONS 11(i) – (iv) AND THAT THE AMOUNTS OF DAMAGES SET FORTH HEREIN IS FAIR AND REASONABLE COMPENSATION FOR SUCH LOSS.

In the alternative, and only if Company chooses, at its sole discretion, to forgo enforcement of the Liquidated Damage provision as set forth above, then Company shall be entitled to, in addition to any other remedy it may have (exclusive of liquidated damages), injunctive relief for the enforcement of any provision in Section 11, including Section (i)-(iv). Contractor agrees that his breach of this Agreement will result in immediate and irreparable damage to Company such that Company could not be adequately compensated by an award of monetary damages, and in the event of any threatened or actual breach, Company shall be entitled to an injunctive order appropriately restraining and/or prohibiting such breach without the necessity of Company posting bond or other security. Pursuit of any remedy by Company except as otherwise expressly set forth in this Section, shall not constitute a waiver of any other right or remedy by Company under this Agreement or under applicable law.

12. Non-Compete. During the period Contractor is employed by Company and for two (2) years thereafter, Contractor agrees that he or she will not, directly or indirectly, engage in or work for any business engaging in, any activities similar or otherwise competitive with the business, services, and/or activities of Company including but not limited to the sports agency business and the marketing, promotion, or management of any professional athlete, whether currently signed with a professional sports franchise or seeking such contract. It is further understood that Contractor shall not use any work-product created by Company or while Contractor was under contract with Company for any period of time after the termination of this Agreement. Notwithstanding the foregoing list or subsequent descriptions, it is expressly understood and agreed that Company has, and reserves the right to amend both the list and/or descriptions of the services and/or activities covered by the non-compete clause from time to time, as it deems necessary.

13. Miscellaneous.

- (i) It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in the applicable jurisdiction, and in Texas, namely, Sections 15.50 and 15.51 of the Texas Business and Commerce Code. Accordingly, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, it is the specific intent and agreement of the parties hereto that such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable. In addition, if the scope of any restriction or covenant contained in this Agreement is too broad to permit enforcement thereof to its fullest extent, then it is the specific intent and agreement of the parties that such restriction or covenant shall be enforced to the maximum extent permitted by law, and Company and Contractor hereby consent and agree that such scope shall be judicially modified accordingly in any proceeding brought to enforce such restriction.

- (ii) In the event Company is required to pursue legal action to enforce all or any part of this Agreement, Contractor shall be responsible for all reasonable attorneys' fees and court costs incurred by Company, in addition to any other remedies allowed by law or in equity.
- (iii) Contractor acknowledges and agrees that the benefits and consideration contained in this Agreement (including, without limitation, the disclosures and access to Confidential Information and the training, support and guidance to be provided by Company as described herein) are unique and valuable and in support of the restrictive covenants and other agreements being created hereby between Contractor and Company. Specifically, Contractor would not otherwise be entitled to such benefits and consideration, except for his or her employment by Company and the execution of this Agreement. These factors were of critical importance to Contractor, without which Contractor would not have entered into this Agreement. Likewise, the restrictive covenants and other agreements made by Contractor herein are of critical importance to Company, without which Company would not have entered into this Agreement. The parties acknowledge and agree that the benefits and considerations given Contractor hereunder and the restrictive covenants and other agreements given by Contractor hereunder are ancillary to and support each other.
- (iv) Upon termination of the Contractor's contractual relationship with Company, for any reason, or upon the demand by Company, at any time, Contractor shall return all Confidential Information in his or her possession or control to Company, including, without limitation, all copies thereof or notes or memoranda derived therefrom. If any Confidential Information is stored electronically or magnetically, Contractor shall erase and delete all copies.
- (v) Contractor agrees to inform any future prospective Company of the terms and conditions of this Agreement. If Company receives information that Contractor has accepted employment with another Company in violation of this Agreement, or if Company receives information that Contractor has received an offer with another Company that upon acceptance would violate the terms and conditions of this Agreement, then Company has express authority and permission to deliver a copy of this Agreement to such other Company to confirm Company's rights and Contractor's restrictive obligations
- (vi) Upon termination of this Agreement, Company shall promptly, on a prospective basis, discontinue using Contractor's name, biography and/or likeness in its advertising and promotional materials.
- (vii) The provisions of this, Section 12 shall survive termination and remain in full force and effect to the extent allowed by law.

14. No Conflict. Contractor confirms that he is able to carry out the work that this job involves without breaching any legal restrictions on his activities, such as restrictions imposed by a current or former Company. Contractor also confirms that he will inform Company about any such restrictions and provide Company with as much information about them as possible, including any agreements between his and his current or former Company describing such restrictions on his activities. Contractor further confirms that he has not removed or taken any documents or proprietary data or materials of any kind, electronic or otherwise, with his from

his current or former Company to Company without written authorization from his current or former Company.

15. Governing law: This agreement shall be governed by and construed under the laws of the State of Texas.

16. Entire agreement: This is the entire agreement between Company and Contractor relating to the subject matter herein and supersedes any prior agreements, written or oral.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective on the date and year first written above.

CONTRACTOR:

By: _____
Name: Mayar Zokaei
Position: Vice-President of Basketball
Operations

COMPANY:

FUNDAMENTAL SPORTS MANAGEMENT, LLC,
a Texas limited liability company

By: _____
Name: Rahul B. Patel
Title: Managing Member

CONFIDENTIAL

Exhibit A

Current Clients

1. Mitchell Robinson
2. Kenny Wooten
3. Ayinde Sprewell
4. Torren Jones
5. Desonta Bradford
6. Joshua Smith

Current Pipeline

1. Trae Young
2. Nassir Little
3. Coby White
4. Obi Toppin
5. Tyrese Haliburton
6. Melvin Frazier
7. Dennis Smith Jr.
8. Udoka Azubuike

EXHIBIT B-17

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802747419 06/16/2017
Document #: 744927150002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Fundamental Sports Management, LLC

Article 2 – Registered Agent and Registered Office

☒ A. The initial registered agent is an organization (cannot be company named above) by the name of:

Patel Gaines, PLLC

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

14414 Blanco Road

Ste 320 San Antonio TX 78216

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Rahul B Patel**

Title: **Managing Member**

Address: **14414 Blanco Road Ste. 320 San Antonio TX, USA 78216**

Managing Member 2: **Nicolas LaHood**

Title: **Managing Member**

Address: **14414 Blanco Road Ste. 320 San Antonio TX, USA 78216**

Managing Member 3: **Grant M Gaines**

Title: **Managing Member**

Address: **14414 Blanco Road Ste. 320 San Antonio TX, USA 78216**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Zokaei
Exhibit

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3 August 2021

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Rahul B. Patel **14414 Blanco Road, Ste 320, San Antonio, Texas 78216**

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Rahul B. Patel

Signature of Organizer

FILING OFFICE COPY

EXHIBIT B-19

Registered Envelope Service



OUTGOING WIRE NOTICE [send secure]



SB

SECURITY BANK <DoNotReply@MYSBANK.COM>

06/24/2020 02:00:29 PM CDT

To: TGAINES@PATELGAINES.COM, GGAINES@PATELGAINES.COM

DEAR SECURITY BANK CUSTOMER

SECURITY BANK 6/24/20
MIDLAND, TX 79701
NOTICE OF WIRE TRANSFER

Funds in the amount of \$ 5,000.04 have been wired to
Sona Shafiee
from account 4197542

Transfer fee.....\$10.00
20200624 000006

FUNDAMENTAL SPORTS MANAGEMENT LLC
2030 N LOOP 1604 W STE 200
SAN ANTONIO TX 78248

E-BANKING DEPARTMENT

*****This is an automated email. Please do not respond to this email*****

Zokaei
Exhibit
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3 August 2021

EXHIBIT B-20

Fundamental Sports Management

TRANSACTION REPORT
January - December 2020

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Contractors and Employment									
01/21/2020	Expense		No	Mayar Zokaei	Wire Transfer Debit Mayar Zokaei	Contractors and Employment	FSM Operating	6,250.00	6,250.00
01/31/2020	Expense		No	Mayar Zokaei	Wire Transfer Debit Sona Shafiee	Contractors and Employment	FSM Operating	6,250.00	12,500.00
02/04/2020	Expense		No	Mayar Zokaei	Wire Transfer Debit Sona Shafiee	Contractors and Employment	FSM Operating	40,000.00	52,500.00
02/14/2020	Expense		No	Mayar Zokaei	Wire Transfer Debit Sona Shafiee	Contractors and Employment	FSM Operating	6,250.00	58,750.00
02/28/2020	Expense		No	Mayar Zokaei	Wire Transfer Debit Sona Shafiee	Contractors and Employment	FSM Operating	6,250.00	65,000.00
03/16/2020	Expense		No	Mayar Zokaei	Wire Transfer Debit Sona Shafiee	Contractors and Employment	FSM Operating	6,750.00	71,750.00
04/01/2020	Expense		No	Mayar Zokaei	Wire Transfer Debit Sona Shafiee	Contractors and Employment	FSM Operating	6,250.00	78,000.00
04/14/2020	Expense		No	Mayar Zokaei	Wire Transfer Debit Sona Shafiee	Contractors and Employment	FSM Operating	6,250.00	84,250.00
06/24/2020	Expense		No	Mayar Zokaei	Wire Transfer Debit Sona Shafiee	Contractors and Employment	FSM Operating	5,000.04	89,250.04
Total for Contractors and Employment								\$89,250.04	
TOTAL								\$89,250.04	